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

Monday, March 3, 2025
6:00 PM

A G E N D A

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

II. APPROVAL OF CONSENT AGENDA

II.A Minutes from the February 17, 2025 Regular Meeting

II.B North Carolina Amateur Sports - Youth Sports Grants

II.C Lee County Schools Lottery Fund Applications

II.D Resolution Designating Depositories, Establishing Accounts and Designating Signatories for Accounts of Lee County

II.E Agreement Addendum 123-Investment in Performance Management

II.F Finance Director Job Description Update

II.G Lee County Libraries NCPC Preservation Grant

II.H Budget Amendment #03/03/25/14

II.I Lee County Athletic Park Water Meter Purchase and Installation

II.J Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-Term Residential Contract Sites, Transitional Living Programs, Medical/Mental Health Crisis Unit Capacity Increase and NC Secure All Firearms Effectively Campaign

II.K Interlocal Detention Center Agreement with Randolph County

II.L Add On Item- Lee County Athletic Park - Security and Access Control Updated Proposal

III. SPECIAL PRESENTATION - WEBELOS SCOUTS

IV. PUBLIC COMMENTS

V. OLD BUSINESS

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

V.B Lee County Agricultural Development and Farmland Preservation Ordinance

V.C Planning Board recommendation on zoning map amendment

VI. NEW BUSINESS

VI.A Lee County EMS Franchise Service

VI.B Request from City of Sanford for the City's July 4 Fireworks Event at Kiwanis Family Park

VI.C Priority Classification Policy for the Lee County Athletic Park (LCAP)

VII. MANAGERS' REPORTS

VIII. COMMISSIONERS' COMMENTS

IX. CLOSED SESSIONS

ADJOURN

ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Minutes from the February 17, 2025 Regular Meeting

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Action Item

REQUEST	Approve theÂ Minutes from the February 17, 2025 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	BOC Regular Meeting Minutes_2-17-25_final.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the February 17, 2025 Regular Meeting.

SUMMARY

A draft of the minutes from the February 17, 2025 regular meeting are attached for the Board's review and approval. For questions, contact the Clerk to the Board at hhall@leecountync.gov.

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

February 17, 2025

MINUTES

Roll Call
Present: Dr. Andre Knecht (arrived at 6:06 p.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck (arrived at 6:03 p.m.), Samantha Martin

Absent: Robert Reives

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 pull item II.F E-Rate Letter of Agency from the Consent Agenda to New Business and to add item II.M CDBG Neighborhood Revitalization Grant and Project Ordinance to the Consent Agenda.

Commissioner Taylor Vorbeck arrived at 6:03 p.m.

Motion: Approve the Agenda as amended.
Mover: Cameron Sharpe
For: 5 - Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 2 - Dr. Andre Knecht, Robert Reives
Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Approve the Consent Agenda as amended.
Mover: Samantha Martin
For: 5 - Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 2 - Dr. Andre Knecht, Robert Reives
Motion Result: Passed

II.A Minutes from the January 27, 2025 Special Called Meeting
BOC Regular Meeting Minutes_1-27-25_final.pdf

II.B Minutes from the January 31, 2025 Board Retreat
BOC Retreat Minutes_1-31-25_final.pdf

II.C Minutes from the February 3, 2025 Regular Meeting
BOC Regular Meeting Minutes_2-3-25_final.pdf

II.D Carolina Pool Management Service 2025 Fee Proposal - Horton Pool
PARKS & REC - CPM Agreement for Horton Pool_3-18-24.pdf CPM - Horton Fee Proposal.pdf
CPM Horton Pool 2025.pdf

II.E Carolina Pool Management Service 2025 Fee Proposal - OT Sloan
PARKS & REC - CPM Agreement for O.T. Sloan Pool_3-18-24.pdf
CPM - OT Sloan 2025 Fee Proposal.pdf
CPM Horton Pool 2025.pdf

II.F E-Rate Letter of Agency
This item was moved to New Business.
Letter_of_Agency__003_.pdf

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

II.H Budget Amendment 02/17/25/13
Budget Amendment Packet 02-17-25-13v2.pdf

II.I Board of Equalization and Review Appointments
Resolution_Establishing_BOER.pdf
AMENDED RESOLUTION FOR ESTABLISHMENT OF POLICY AND PROCEDURES FOR APPOINTMENTS TO COUNTY BOARDS.pdf

II.J Automatic Door Swing Replacements at the Lee County Enrichment Center - Sole Source Approval
Dormakaba_Sole Source.pdf
Proposal - Enrichment Center - Automatic Operators Replacement - Sanford, NC.pdf

II.K Cooling Coil Replacement for Rooftop HVAC Unit at the Daymark Building - Sole Source Approval
Dail Mechanical_Sole Source.pdf
Dail Mech_Proposal for coil replacement_Daymark Facility.pdf

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

II.M ADD ON - CDBG Neighborhood Revitalization Grant and Project Ordinance
CDBG 23-C-4168 Funding Approval.pdf
CDBG 23-C-4168 Grant Agreement.pdf
2024 CDBG-NR Grant Project Ordinance.pdf

III. PUBLIC HEARINGS

III.A Zoning Map Amendment (Rezoning) Request
Chairman Smith read aloud a conflict of interest statement and asked the Board if there were any conflicts. None were identified.

Chairman Smith opened the public hearing at 6:05 p.m.
Senior Planner Amy McNeill presented a rezoning request submitted by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. A copy of her presentation is attached and incorporated into these minutes.

Commissioner Andre Knecht arrived at 6:06 p.m.

No one spoke in favor.

Those who spoke in opposition:
- David Smoak, 96 Northridge Trail

Chairman Smith closed the public hearing at 6:14 p.m. and excused the Planning Board to their meeting.

001-REZ@(V)Sunset Drive-BINDER.pdf

III.B Public Hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance
Lee County Cooperative Extension Director Dr. Bill Stone asked to hold a public hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance. A copy of his presentation is attached and incorporated into these minutes. This new ordinance would replace the 2013 Voluntary Agriculture District

Ordinance in its entirety. The new Agricultural Development and Farmland Preservation Ordinance would allow landowners the opportunity to join voluntary agricultural districts or enhanced voluntarily agricultural districts.

Chairman Smith opened the public hearing at 6:32 p.m.

Those who spoke in favor:
- Jim Womack, 1615 Boone Trail Road
- Aaron and Hunter Ayers, 3652 County Line Road, Cameron

Those who spoke in opposition:
- David Smoak, 96 Northridge Trail

Chairman Smith closed the public hearing at 6:42 p.m.

ExtensionAgBOC2-17-25_slides1-4.pdf
VAD 2013.pdf
Session Law 2021-78.pdf
VAD EVAD Ordinance Revised Final.pdf

IV. PUBLIC COMMENTS

- Joani DiCiancia, 130 Raccoon Court (school budget)
- Cathy Howard, 483 Wildlife Road (support of proposed conservation easement)
- Emily York, 315 N Steele Street (school budget)
- April Stone, 727 Forestwood Park Road (school budget)
- Cecil Cameron, 3459 Avents Ferry Road (support of proposed conservation easement)
- Don Nicholson, 11 Nicholson Road (support of proposed conservation easement)

V. OLD BUSINESS

There was no Old Business to discuss.

VI. NEW BUSINESS

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

Lee County Cooperative Extension Director Dr. Bill Stone presented a proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund for informational purposes. A copy of his presentation is attached and incorporated into these minutes. Conservation easements and the tax program of Present Use Value (PUV) are not the same thing; the requirements for PUV will remain the same as it is set by state statute. Conservation easements offer landowners a voluntary way to protect their land, and the proposed policy is only applicable if individuals seek County funding. Individuals can also enter into conservation easement agreements without any County involvement. Dr. Stone has requested the Board to use rollback taxes that come from land coming out of the tax PUV program, and to dedicate the rollbacks to funding conservation easements. Commissioner Samantha Martin asked if there were alternative funding sources available for this, as well as if the County could provide loans instead. County Attorney Whitney Parrish said this can be looked into; however, the County would have to set

market interest rates, figure out additional logistics, require a deed of trust on properties, and see if it's feasible. Triangle Land Conservancy Land Protection Manager Melissa Clunan was also present and noted that the appraisals needed before entering conservation easements would be conducted at a farm's highest and best use. The easement is forever, and TLC conducts annual monitoring to ensure the farm is being used for the purposes outlined in the easement. Ms. Clunan said farms can be sold, but the easement restrictions would remain in place and legal recourse would come into play if the restrictions were violated. There are state grant funds available to farmers through the NC Agriculture Development & Farmland Preservation Trust Fund; however, the State gives preference to applications with a local match from counties.

Chairman Smith called for a break at 8:07 p.m. for 10 minutes.

Conservation Easement PPT 2-17.pdf
Conservation Easement Policy - 2.11.25.pdf

VI. B E-Rate Letter of Agency

Library Services Director Beth List asked the Board to approve a letter of agency between Lee County and E-Rate Services, LLC that specializes in E-Rate applications and processes. This will allow the County to tap into available federal dollars and pay 15% instead of 100% of internet and telecommunications equipment costs for the new Library. Cindy Johnson with E-Rate Services was present to answer questions. Her fee is 2% of the dollar amount obtained for the project and only if the award is granted. Ms. Johnson noted that E-Rate funds can pay for fiber and UPS devices at the new Library. She provided a PowerPoint handout, which has been attached and incorporated into these minutes. Ms. Johnson noted that she has working with Lee County Schools for the last 28 years, but also works with other libraries and school systems across the State. We won't know the savings until bids come back in for the project.

County Manager Lisa Minter said Information Technology Director Kyle Edwards is also asking for chair authorization of agreements and bids in excess of $50,000.

Motion: Approve the E-Rate Letter of Agency, authorize the County Manager to sign the letter with local E -Rate Services company, and authorize the agent to file any and all documents on behalf of Lee County for E-Rate services.
Mover: Taylor Vorbeck
For: 6 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 1 - Robert Reives
Motion Result: Passed
Motion: Approve authorizing the Chairman to sign off on any costs of excess of $50,000.
Mover: Mark Lovick
For: 6 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin
Absent: 1 - Robert Reives
Motion Result: Passed

VII. MANAGERS' REPORTS

VII.A Monthly Financial Reports

Finance Director Candace Iceman presented the January 2025 monthly financial report and the November 2024 sales tax report.

January 2025 Monthly Financial Report.pdf
November 2024 Sales Tax Distribution.pdf

VII.B County Manager's Monthly Report

County Manager Lisa Minter provided her monthly manager's report for February, a copy of which is attached and incorporated into these minutes. She noted that staff is working on a joint meeting on March 19 with the Board of Commissioners and Board of Education. The Parks and Recreation department was recently recognized at the Recreation Resources Directors Conference and presented with the Parks and Recreation Trust Fund sign to display at Kiwanis Children's Park to educate the public on the grant funding. In The jail wastepipe project is moving forward and staff estimates it will cost $100 per day per inmate to relocate the inmates.

County Managers Report - 02-17-2025.pdf
Parks and Rec Board Meeting Minutes_12-2024.pdf
PERMIT ISSUANCE REPORT- JANUARY 2025.pdf
Tax_Monthly Managers Report January 2025.pdf
TRC Agenda_February 2025.pdf

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 8:38 p.m.

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

_____
Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:

_____
Hailey Hall, Clerk to the Board

ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: North Carolina Amateur Sports - Youth Sports Grants

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Joseph Keel, Parks and Recreation Director

TYPE: Consent Agenda

REQUEST	Approve submission of application for NC Amateur Sports - Youth Sports Grants.
BUDGET IMPACT	$0 matching funds
ATTACHMENTS	Youth-Sports-Grant-Guidelines-1-10-25.pdf Lee-County-Parks-and-Recreation-2024-2025-NCAS-Youth-Sports-Grant-Part-One.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve submission of application for NC Amateur Sports - Youth Sports Grants.

SUMMARY

The State of North Carolina and North Carolina Amateur Sports have established an annual youth sports grant fund from a percentage of the sports wagering tax revenues. Youth sports grants will be provided annually to local government agencies and 501(c)(3) nonprofits in all 100 North Carolina counties. These grants may be used for youth sports equipment or facility upgrades and improvements that primarily benefit youth sports. The total amount available per North Carolina county is $20,000 for state fiscal year 2024-2025 and $10,000 annually after state fiscal year 2024-2025. There are no matching funds required for this grant and the grant funds can help with the start up of athletic equipment at the Lee County Athletic Park.

NORTH CAROLINA AMATEUR SPORTS

Youth Sports Grants (Equipment & Facility Upgrades/Enhancements)
Updated January 2025

1. **Eligibility**
   Applicants must qualify as follows:
   - **A. Local Government Agency:**
     A North Carolina City, County or Town local government agency, including local school administrative units.

   - **B. Nonprofit Organization:**
     A North Carolina nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

2. **Funding Guidelines**
   Up to $20,000 per North Carolina county is available in state fiscal year 2024-25 and up to $10,000 per North Carolina county will be available annually after state fiscal year 2024-25 for the following:

   - **A. Purchase of Youth Sports Equipment:**
     To purchase sports equipment that will be used for youth sports and programs.

   - **B. Public Facility Upgrades or Improvements Which Would Benefit Youth Sports:**
     To upgrade, or improve public sports facilities that will primarily benefit youth sports.

3. **Applications**
   Applications are available here: Click here for applications.
   There will be two application deadlines: November 1 and April 1. Applicants will be notified if their request has been approved no later than 8 weeks after the application deadline. Applicants will be required to provide proof of their 501(c)(3), or local government agency status along with a project budget, quotes for purchases, timeline and additional information. An organization may only submit one application per grant cycle. Previous grant recipients must have submitted all of their supporting documentation for the previous grant before being eligible to receive another grant. See #7 for required documentation.

4. **Grant Selection Process**
   Applications will be reviewed by the N.C. Amateur Sports Grants Committee. Selection criteria will be developed by the committee and will place priority on projects that have the greatest impact on youth sports participation.

5. **Grant Awards**

Recipients will be notified of the status of their application within 8 weeks of the application deadline. Grant awards will be sent to the recipient organization with 45 days after being approved. Payments will be made through ACH payments. Recipients will be required to provide their bank account information to receive funds. Applications will no longer be accepted from a county until the following year if $20,000 has been awarded to the county in state fiscal year 2024-25. Check the youth sports grant webpage to determine if your county has already reached the $20,000 award cap in state fiscal year 2024-25. Up to $10,000 per county will be awarded annually after state fiscal year 2024-25.

6. **Expenditure**

A. **Timeline**: Grant awards must be expended within one year of receiving the funds. Any unused funds must be returned.

B. **Improper Expenditure:** Should a grant recipient expend funds improperly or without approval, N.C. Amateur Sports may require a full refund of the grant award.

7. **Grant Reporting**

Within 30 days of expending your grant funds you are required to provide the following to N.C. Amateur Sports:

A. Proof of Payment

For each purchase using grant funds you must submit a receipt for the purchase.

B. Photographs

Recipients must submit photographs with participants of the youth sports equipment, or facility upgrades/enhancements that we may use on our website, social media and/or in our other marketing materials. Before and after photographs of the project are also requested.

8. **Unspent Funds**

Unspent grant funds must be returned to N.C. Amateur Sports within 30 days of the grant completion deadline. North Carolina Amateur Sports will be authorized to debit your account for any unspent funds and/or grant funds that receipts were not provided per the above guidelines.

2024-2025 Youth Sports Grant Application - Part One

For Equipment and Facility Upgrades

You must review the Grant Guidelines posted on the North Carolina Amateur website before beginning the application process. After reviewing and agreeing to the Grant Guidelines, you will need to complete Part One and Part two of the application. To complete Part One, answer the following questions, each with a 1,500 character limit. Once you have completed the questions, you will be provided with instructions on where and how to upload your answers and complete Part Two of the application process. Do not create a separate PDF file with your answers. If you are applying for a grant for a 501(c)(3) organization, you will also be required to upload the following items during Part Two of the application process:

- A list of the organization's Board of Directors and their affiliation/occupation
- Letter of Determination from the IRS verifying your organization's 501(c)3 status

All uploaded files must be in PDF format. Incomplete and/or incorrectly submitted applications will not be considered. Grant recipients are required to submit a full accounting for how the grant funds were expended along with a progress report within 30 days after expending any approved funds.

The application deadline is 11:59 p.m. PST on April 1, 2025. Applications will be reviewed by the NCAS Endowment Fund Committee and applicants will be notified of their status no later than May 31, 2025. Check the County List to determine the amount of funding that is available in your County for this grant cycle. Email ncas@ncsports.org for any questions.

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1. Provide an overview of the organization that is applying for the grant. *(1,500 character limit)*

Lee County Government Parks & Recreation is dedicated to enhancing the quality of life for residents by providing a broad variety of accessible leisure, recreation, and cultural activities. Through well-maintained parks, engaging programs, and inclusive events, we create opportunities for individuals and families to connect, stay active, and enjoy the outdoors. Our department offers diverse recreational services, including youth and adult sports, youth programming, special events, and activities for individuals with special needs. We strive to foster community engagement, promote healthy lifestyles, and ensure our parks and facilities remain welcoming spaces for all. Whether exploring trails, playing sports, participating in youth activities or attending special events, Lee County Parks & Recreation is committed to enriching lives and strengthening our community.

2. Give a brief description of the funding request and an explanation of how the grant funds will be used. *(1,500 character limit)*

Lee County Parks & Recreation is requesting the full $20,000 to help offset costs associated with the new $40 million park currently under construction. The Lee County Athletic Park spans 100 acres, 20 of which features four diamond fields and six rectangular fields, which can be converted into 12 smaller rectangular fields. This state-of-the-art facility will serve as the home for our Youth Softball (150 athletes), Youth Baseball (180 athletes), Youth Flag Football (225 athletes), and Youth Cheerleading (75 athletes) programs. Additionally, it will provide an excellent opportunity for alternative local organizations to host its leagues, further enhancing recreational options for the youth in our community.

3. What are the objectives of the project in measurable terms? *(1,500 character limit)*

By achieving the following objectives, the Lee County Athletic Park will significantly enhance recreational opportunities while fostering community growth & engagement.

• Increase Youth Participation: Support at least 1000 youth athletes annually across our youth athletics which includes baseball, softball, flag football, and cheerleading programs.

• Facility Utilization: Host a minimum of 200 Parks & Recreation league games. Also host 20 tournaments per year for outside organization and allow community members & outside organization to rent field space when available.

• Community Impact: Provide a venue for community members and local organizations (such as soccer) to run leagues, impacting an estimate of 1000 players.

• Economic Benefit: Generate increased tourism and local revenue through visiting teams, with an estimated 10,000 visitors annually attending the park.

4. Provide a timetable for the project and the expenditure of the requested funds. *(1,500 character limit)*
(All funds must be expended within one year of receipt unless otherwise stated.)

Funding for the construction of the Lee County Athletic Park was approved through a bond in November of 2020, demonstrating the county's commitment to expanding recreational opportunities for the community. After thorough planning and design, a groundbreaking ceremony was held in December 2023, officially marking the start of construction. Now, with over 50% of the construction completed, we are on track for an anticipated grand opening in August 2025.

To ensure the facility is fully equipped and ready for use, we plan to utilize funds from the NCAS-Youth Sports Grant in June and July 2025 to purchase essential youth sporting equipment. Barring any major construction delays, these funds will play a critical role in preparing the park to welcome athletes, teams, and community members upon opening our state of the art facility.

5. Provide a description of the staff involved and the qualifications of individuals involved in carrying out the project. *(1,500 character limit)*

Lee County Parks & Recreation employs 12 full-time staff members, with four actively involved in this grant process.

Joseph Keel, our Parks & Recreation Director, has led the department for five years. He holds a Bachelor of Science in Parks & Recreation Administration and is a Certified Parks & Recreation Professional and Certified Youth Sports Administrator. He was also awarded the Young Professional Award by NCRPA in 2016. Joseph provides strategic oversight for the project, ensuring alignment with departmental goals and community needs.

Cindy Castle, our Recreation Programmer, has been with the department for 6.5 years. She holds a Master of Science in Parks & Recreation Management and is a Certified Parks & Recreation Professional. Cindy initiated discussions about the grant and led the application process.

Adam Dossenbach, our Athletic Supervisor, has been with the department for 3 years. He holds a Bachelor of Science in Sports Management and is a Certified Youth Sports Administrator. He developed and priced the list of necessary equipment for the Lee County Athletic Park.

Cynthia Juarez, our Finance & Accounting Specialist, has been with the county for 12 years. She is also a Certified Youth Sports Administrator. She will oversee

6. Provide an itemized financial breakdown of the expenditures for the funding that is being requested. *(1,500 character limit)*

(3) Mounds ($1,475 each) - $4,425
(1) Portable Fence with Anchors ($1,500) - $1,500
(12) Inlaid Batting Mats ($400 each) - $4,800
(8) L-Screens ($280 each) - $2,240
(3) Helmet Storage Rack ($650 each) - $1,950
(4) Sock Nets ($290 each)- $1,160
(3) Sets of Bases ($220 each) - $660
(2) The Designated Hitter Pro ($475 each) - $950
(8) Permanent Bat Racks for Dugouts ($85 each) - $680
(4) Outdoor Clocks ($500 each) - $2,000
Totals: $20,365

7. Would you accept partial funding for this request? If so, prioritize the funding request in order of preference. *(1,500 character limit)*

Yes, we would accept partial funding. We understand that partial funding may be necessary if multiple organizations are requesting support. We value that these funds will remain within Lee County, benefiting the community as a whole. However, we would greatly appreciate receiving the full funding amount, as the costs to open the new facility are substantial (~ $110,000). To maximize impact, we have prioritized our equipment needs in order of importance, ensuring that any funding received will be used effectively to support the successful opening of the Lee County Athletic Park.

1. Mounds
2. Portable Fence
3. Batting Mats
4. L-Screens
5. Helmet Storage
6. Sock Nets
7. Bases
8. Designated Hitter Pro
9. Bat Racks

Once you have answered all of the questions above, download and save the completed PDF. This PDF will be uploaded during Part Two of the application process. Click here to view Part Two.

ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Lee County Schools Lottery Fund Applications

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Action Item

REQUEST	ApproveÂ Lee County Schools' Lottery Fund applications.
BUDGET IMPACT	0
ATTACHMENTS	Scan_2025-02-14-08-39-31.pdf lottery funds.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Lee County Schools' Lottery Fund applications.

SUMMARY

The Lee County Board of Education approved seven lottery fund application projects at its February 11, 2025 meeting and is requesting the Board of Commissioners approve the release of funds in the amount of $1,688,949 for various projects outlined in the attachment below. Three projects totaling $800,000 will come from the Public School Building Repair and Renovation Fund, and four projects totaling $888,949 will come from the Public School Building Capital Fund. The unallocated balances in both funds have been checked, and there are sufficient funds available to cover these requests.

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 1/10/2025

County: Lee
Address: 106 Gordon Street Sanford NC 27330
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-2013
Email: chrismcneill@lee.k12.nc.us

Project Title: Sealing and Striping Parking Lots at Sanlee Middle and Southern Lee High Schools
Project Address: 2301 and 2309 Tramway Road Sanford NC 27300

Type of Facility: 6-12 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Sealing and Striping the Parking Lot for Sanlee Middle and Southern Lee High School Parking Lot

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2026

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$ 200,000
TOTAL	$ 200,000

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 200,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

(Signature – Chair, Board of Education) 2/13/2025 (Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 1/10/2025

County: Lee
Address: 106 Gordon Street Sanford NC 27330
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-2013
Email: chrismcneill@lee.k12.nc.us

Project Title: West Lee Middle School
Project Address: 3301 Wicker Street Sanford NC 27300

Type of Facility: 6-9 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Painting the Entire School

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2026

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$ 100,000
TOTAL	$ 100,000

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 100,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

(Signature – Chair, Board of Education) 2/13/2025 (Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI USE ONLY
Approved By:
Date:

Date of Request: 1/10/2025

County: Lee
Address: 106 Gordon Street Sanford NC 27330
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-2013
Email: chrismcneill@lee.k12.nc.us

Project Title: Upgrade Intercom System at 12 Schools
Project Address: Various Location
2000 Nash Street Sanford NC 27330
Type of Facility: K-12 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): jReplacing of equipment for the Intercom System.
They will be replacing the main componet that does the paging.

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2025

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$ 500,000
TOTAL	$ 500,000

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 500,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

Shy L Womack 2/13/2025

(Signature – Chair, Board of Education) (Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI Use Only
Approved By: _____
Date: _____

Date of Request: January 28, 2025

County: Lee
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: Greenwood Auditorium Auditorium Water Intrusion Project
Location: Greenwood Elementary School 1127 Greenwood Road Sanford NC 27330
Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:
(3) No county shall have to provide matching funds…
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Design and install safe guards for water not coming into the Auditorium Building

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		25,000.00
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		
TOTAL	$	25,000.00

Estimated Project Beginning Date: July 1, 2025 Est. Project Completion Date: August 1, 2026

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 25,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date) 2/13/2025

Form Date: March 12, 2024

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI Use Only
Approved By: _____
Date: _____

Date of Request: January 28, 2025

County: Lee
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: JR Ingram VCT Floor Replacement for Gym and Media Center
Location: JR Ingram Elementary School 3309 Wicker Street Sanford NC 27330
Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:
(3) No county shall have to provide matching funds…
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replacement of VCT and Carpet in the Gym and Media Center

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		48,949.00
Repair		
Debt Payment / Bond Payment		
TOTAL	$	48,949.00

Estimated Project Beginning Date: July 1, 2024 Est. Project Completion Date: June 30, 2025

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 48,949.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) 2/13/2025 (Date)

Form Date: March 12, 2024

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI Use Only
Approved By: _____
Date: _____

Date of Request: January 28, 2025

County: Lee
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: JR Ingram Roof Replacement
Location: JR Ingram Elementary School 3309 Wicker Street Sanford NC 27330
Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace all Shingles and any rotten wood on the entire roof of the school building

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		15,000.00
New Construction		
Additions / Renovations		700,000.00
Repair		
Debt Payment / Bond Payment		
TOTAL	$	715,000.00

Estimated Project Beginning Date: July 1, 2025 Est. Project Completion Date: August 1, 2026

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 715,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) 2/13/2025 (Date)

Form Date: March 12, 2024

DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

DPI Use Only
Approved By: _____
Date: _____

Date of Request: January 28, 2025

County: Lee
LEA: Dr. Chris Dossenbach
Address: 106 Gordon Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: Lee County Schools Security Entrances Design
Location: K-5 Grade Schools
Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:
(3) No county shall have to provide matching funds…
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Security Entrances with door access entraces at 12 Schools throughout the school district

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		100,000.00
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		
TOTAL	$	100,000.00

Estimated Project Beginning Date: July 1, 2025 Est. Project Completion Date: June 30, 2030

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) 2/13/2025 (Date)

Form Date: March 12, 2024

1/28/2025

County 52 Lee

LEA 530 Lee County

Public School Building Capital Fund - Fiscal Year Totals
ADM, Lottery Fund, Needs Based Lottery Fund, and Repair Renovation Lottery Fund

	ADM Fund					Lottery Fund					Needs Based Lottery Fund					Repair and Renovation Lottery Fund				
Fiscal Year	Tax Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Needs Based Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance	Rep Reno Lottery Revenue	Interest On Revenue	Interest On Disburs Bal	Project Allocation	Unallocated Balance
2010-11	0.00	73.19	0.00	0.00	7,481.87	794,978.00	4,507.75	9,992.02	850,553.25	323,686.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011-12	0.00	58.24	0.00	0.00	7,540.11	611,689.00	2,926.09	4,185.39	655,294.06	287,192.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012-13	0.00	32.36	0.00	0.00	7,572.47	660,941.00	1,071.92	3,186.79	932,109.90	20,282.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013-14	0.00	35.54	82.10	0.00	7,690.11	685,839.00	2,159.73	1,513.32	-54,298.46	764,093.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014-15	0.00	37.95	38.25	0.00	7,766.31	723,967.00	1,818.36	4,078.23	1,200,000.00	293,956.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015-16	0.00	65.25	1,809.45	0.00	9,641.01	682,515.00	2,400.69	6,115.16	983,150.00	1,837.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016-17	0.00	106.55	1,545.19	0.00	11,292.75	759,933.00	3,228.54	8,374.79	16,850.00	756,523.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017-18	0.00	194.90	3,640.26	0.00	15,127.91	683,168.00	13,612.97	5,016.83	840,000.00	618,321.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018-19	0.00	350.27	3,585.89	0.00	19,064.07	520,145.00	17,649.55	24,130.04	50,000.00	1,130,246.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019-20	0.00	434.62	3,086.86	0.00	22,585.55	735,690.00	28,371.20	22,621.50	360,000.00	1,556,928.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020-21	0.00	103.59	934.85	0.00	23,623.99	932,094.00	7,658.89	3,304.00	19,659.15	2,480,326.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021-22	0.00	51.71	332.70	0.00	24,008.40	624,752.00	6,302.98	584.06	0.00	3,111,965.69	0.00	0.00	0.00	0.00	0.00	230,207.00	348.79	0.00	0.00	230,555.79
2022-23	0.00	574.19	3,728.92	0.00	28,311.51	691,740.00	76,526.57	5,835.16	500,000.00	3,386,067.42	0.00	0.00	0.00	0.00	0.00	499,025.00	13,746.28	0.00	0.00	743,327.07
2023-24	0.00	1,354.26	5,241.04	0.00	34,906.81	633,376.00	145,255.51	43,555.33	1,893,000.00	2,315,254.26	0.00	0.00	0.00	0.00	0.00	493,425.00	40,876.52	7,089.48	500,000.00	784,718.07
2024-25	0.00	824.42	9,315.05	0.00	45,046.28	276,757.00	56,880.10	34,234.44	0.00	2,683,125.80	0.00	0.00	0.00	0.00	0.00	222,502.00	22,322.17	15,897.02	0.00	1,045,439.26
Totals:	**7,992,730.88**	**339,836.01**	**218,825.36**	**8,506,345.97**		**14,410,415.00**	**457,530.50**	**248,943.12**	**12,433,762.82**		**0.00**	**0.00**	**0.00**	**0.00**		**1,445,159.00**	**77,293.76**	**22,986.50**	**500,000.00**	

ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Resolution Designating Depositories, Establishing Accounts and Designating Signatories for Accounts of Lee County

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Action Item

REQUEST	Approve theÂ Resolution Designating Depositories, Establishing Accounts and Designating Signatories for Accounts of Lee County.
BUDGET IMPACT	N/A
ATTACHMENTS	BANK SIGNATOR RESOLUTION(3-7-25).pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Resolution Designating Depositories, Establishing Accounts and Designating Signatories for Accounts of Lee County.

SUMMARY

Due to staffing changes, the current Resolution Designating Depositories, Establishing Accounts and Designating Signatories for Accounts of Lee County needs to be updated for the change in Finance Director.

RESOLUTION DESIGNATING DEPOSITORIES, ESTABLISHING ACCOUNTS, AND DESIGNATING SIGNATORIES FOR ACCOUNTS OF LEE COUNTY

NOW, THEREFORE, BE IT RESOLVED:

1. That the following depository is hereby authorized and requested to honor and to charge to the County of Lee, checks, drafts, and other orders for the payment of money drawn in the name of the County of Lee against funds of the County of Lee on deposit at the following depository of the County of Lee:

First National Bank (FNB)

2. That the County Manager, Interim Finance Officer, and Assistant Finance Officer are each authorized to open deposit, savings, checking, and investment accounts in the name of the County of Lee and to endorse checks and orders for the payment of money and withdraw funds from the County of Lee accounts on deposit with each of the banks designated below, all for the benefit and use of the County of Lee.

Truist Bank
PNC Bank
Carter Bank & Trust
Capital Bank
First Bank
Wells Fargo Bank
First Citizens Bank
First National Bank

3. That Angelina Noel is designated as Interim Finance Officer, that Jen Waterhouse is hereby designated as Deputy Finance Officer, all for the purposes and in accordance with the provisions of G.S. 159-25(a).

4. That the following persons are designated as officials of the County of Lee to countersign checks on behalf of the County of Lee where two signatures are required pursuant to G.S. 159-25(b), to wit: Lisa G. Minter, Angelina Noel, Jen Waterhouse.

5. That the Sheriff, Chief Deputy, Jail Detention Captain and Jail Detention Lieutenants are designated as deputy finance officers in order to provide dual signatures on checks, drafts or other orders issued specifically from the Inmate Trust Fund in accordance with the provisions of G.S 159-25(b).

6. That the following positions in DSS are designated as deputy finance officers in order to provide dual signatures on checks, drafts or other orders issued specifically from the DSS Trust Fund in accordance with the provisions of G.S. 159-25(b): DSS Director, Accounting Specialist II, Processing Assistant V and Accounting Technician III.

7. That Lisa G. Minter, Angelina Noel and Jen Waterhouse are authorized and empowered to execute signature cards and such other documents as may be required by the depositories to implement this resolution.

8. That in accordance with G.S. 159-25(b), two signatures shall be required on all checks except payroll drafts and transfers between accounts.

9. That the Clerk to the Board be, and hereby is, directed to furnish to the various depositories of the County of Lee such number of copies of this resolution as the depositories may require.

10. That all resolutions heretofore adopted designating depositories for funds of the County of Lee and/or persons authorized to sign on the County of Lee's accounts are repealed effective March 7, 2025.

Adopted this 3rd day of March, 2025.

_____
Kirk Smith, Chair

ATTEST:

_____
Hailey Hall
Clerk to the Board

ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Agreement Addendum 123-Investment in Performance Management

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	This request is for the Commissioners to review and approve additional funds to allow the Health Department to strengthen the Accountability and Performance Management Foundation Capability by investing in one or more of the deliverables listed in Section III of the Agreement Addendum.
BUDGET IMPACT	An additional $11,293.00; no county match
ATTACHMENTS	123 FY25 Lee.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department is requesting the Commissioners to review the information attached and to approve the funding as requested.

SUMMARY

This Activity is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. The funding supports the foundational capabilities, and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The Activity is to strengthen the capacity of expertise of the Local Health Department (LHD) to carry out the foundational capability of Accountability and Performance Management as measured by the North Carolina

Foundational Capabilities Assessment, NC FCA. The LHD will use this funding to invest and support its capacity and expertise specific to Foundational Capability Accountability and Performance Management. Capacity is defined as having the tools, the people, and the time to carry out the Foundational Capability. This request will be presented at the February 26th, 2025 CHSA Board meeting as well for their approval. Both Boards must approve the request before any funds may be utilized by the health department. The funding will be used to complete a HIPAA Risk Assessment and potentially upgrade existing marquee technology.

Division of Public Health
Agreement Addendum
FY 24-25

Lee County Health Department **Local Health Department Legal Name**	Local and Community Support Section / Local Infrastructure and Workforce Support Unit **DPH Section / Branch Name**
123 Investment in Performance Management **Activity Number and Description**	Douglas Urland, (919) 604-6230 doug.urland@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
02/04/2025 – 05/31/2025 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable Agreement Addendum)
03/01/2025 – 06/30/2025 **Payment Period**	

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. <u>Background</u>:

The COVID-19 pandemic led to a historic investment in the infrastructure of U.S. public health agencies including the Public Health Infrastructure grant *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems* (PHIG). This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health (DPH), recognizes a history of underinvestment in the public health system and the foundational services it provides. This funding supports core infrastructure improvements that include, but are not limited to workforce, foundational capabilities, and data infrastructure.

The Foundational Public Health Services (FPHS) framework was developed by the Public Health Accreditation Board Center for Innovation in 2013, revised in 2022, to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community.

One of the DPH PHIG strategies focuses on Foundational Capabilities within the FPHS framework. Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community.[1] These Foundational Capabilities include (1) Assessment and Surveillance, (2) Emergency Preparedness

[1] https://phaboard.org/wp-content/uploads/FPHS-Factsheet-2022.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: _____

and Response, (3) Policy Development and Support, (4) Communications, (5) Community Partnership Development, (6) Organizational Competencies, (7) Accountability and Performance Management, and (8) Equity.

The North Carolina Foundational Capabilities Assessment (NC FCA) examines the North Carolina governmental Public Health system's capacity to deliver on the Foundational Public Health Services. DPH has commissioned the North Carolina Institute for Public Health (NCIPH) to facilitate this assessment annually to provide actionable, state-wide and region-specific data to governmental public health leaders, which informs their efforts in improving public health infrastructure in North Carolina. Local health department participants identified the Foundational Capability Accountability and Performance Management as an area of opportunity and further investment for local public health. Accountability and Performance Management includes organization-level monitoring of objectives, use of evidence-based practices, maintaining performance standards, tracking performance measures, reporting of progress and continuous quality improvement. In the NC FCA, the local health department participants highlighted the challenges posed by limited state funding, current performance management systems, and accreditation processes.

II. Purpose:

This Activity is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. The funding supports the foundational capabilities, and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities help rebuild and modernize public health departments, positioning local health departments to better serve their communities.

The Activity is to strengthen the capacity of expertise of the Local Health Department (LHD) to carry out the foundational capability of Accountability and Performance Management as measured by the NC FCA.

The LHD will use this funding to invest and support its capacity and expertise specific to Foundational Capability Accountability and Performance Management. Capacity is defined as having the tools, the people, and the time to carry out the Foundational Capability. Expertise is defined as having the training, experience, and skill to cover the Foundational Capability.

This funding is distributed to local health departments using an 80% base, 10% per capita, and 10% per county served.

III. Scope of Work and Deliverables:

The LHD shall:

1. Strengthen the Accountability and Performance Management Foundational Capability by investing in one or more the following Performance Management focus areas:
    a. Support efforts required to apply for **public health department accreditation or reaccreditation** through the Public Health Accreditation Board.[2] This may include:
        1. Contracting or hiring for support to accreditation readiness efforts
        2. Support for accreditation fees
        3. Obtaining relevant training or technical assistance

[2] http://www.phaboard.org

4. Supporting efforts required to address identified gaps or areas for improvement for those health departments that are accredited or in the process of seeking accreditation or reaccreditation.

b. Develop and maintain a **performance management system**. This may include:
   1. Procuring appropriate performance management software to monitor achievement of organizational objectives
   2. Supporting upgrades and improvements to existing performance management systems.

c. Invest and support in culture of **continuous quality improvement** and organizational use of quality control tool and methods. This may include:
   1. Contracting for training and/or technical assistance for quality improvement
   2. Establishing partnerships to creating or maintain existing quality improvement
   3. Procuring appropriate quality improvement tools to enhance efforts.

d. Support **Performance Management and Quality Improvement Workforce Development**. This may include:
   1. Investing in specialized training based on enhancing capacity and expertise of performance management and accountability
   2. Seeking external contract assistance and establish partnerships to improve or maintain an organization-wide culture of performance management and accountability
   3. Contracting or hiring for support of implementation, processes, and other efforts.

2. Participate in the annual NC FCA conducted by the NCIPH.

IV. Performance Measures / Reporting Requirements:

1. By May 31, 2025, the LHD shall have invested in one or more of the allowable areas of focus as documented by the monthly financial reporting and annual performance reporting.

2. By March 30, 2025, the LHD will participate in the annual NC FCA.

3. By May 31, 2025, the LHD will demonstrate an increase from the prior fiscal year in the capacity and expertise score for Accountability and Performance Management in the NC FCA, as documented in the annual performance reporting.

4. The LHD shall complete the following reports via the Smartsheet dashboard.[3]

   a. **Monthly Financial Reports**: The monthly financial report will report on the prior month to document expenditures and are due by the 24th of the month.

   b. **Annual Performance Report:** The annual performance report will demonstrate the focus area of investment and the specific strategies employed. The annual performance report will be due June 15, 2025.

5. 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.

[3] https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

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 submitted via Smartsheet 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 Local and Community Support Section's Local Infrastructure and Workforce Support team will monitor the LHD's performance by reviewing:
   a. The report supplied by NCIPH that provides the results of the LHD's annual Foundational Capabilities Assessment.
   b. The monthly financial reports.
   c. The annual performance report.
2. The program staff shall provide technical assistance to support the LHD in meeting the deliverables.

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: An 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."

2. Terms and Conditions for COVID funding: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:

   a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19

   b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and

   c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3. Allowable costs: Funds may be used to support salary and wages, fringe benefits and travel expenses associated with LHD regional hub positions.

4. Unallowable costs:

   a. Research

   b. Clinical care

   c. Generally, the LHD may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified and prior written approval must be obtained by the DPH Program Contact.

   d. Publicity, propaganda, and lobbying:

      1. Other than for normal and recognized executive-legislative relationships, no funds maybe used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
3. See Additional Requirement-12 (AR-12) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

FY25 - FAS federal award supplement

Activity Nbr + Name: **123** **Investment in Performance Management**

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

Assistance Listing Nbr + Name: **93.967** CDC's Collaboration with Academia to Strengthen Public Health

Is award R&D?: no FAIN: **NE110E000015** IDC rate: n/a Fed awd total amt: $102,746,788

Fed award project description: Strengthening orth Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed awd date + awarding agency: 12-15-24 HHS, Centers for Disease Control and Prevention

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	$ 12,602	$ 12,602	Jackson	X7YWWY6ZP574	$ 11,073	$ 11,073
Albemarle	WAAVS51PNMK3	$ 19,485	$ 19,485	Johnston	SYGAGEFDHYR7	$ 13,141	$ 13,141
Alexander	XVEEJSNY7UX9	$ 10,994	$ 10,994	Jones	HE3NNNUE27M7	$ 10,656	$ 10,656
Anson	PK8UYTSNJCC3	$ 10,834	$ 10,834	Lee	F6A8UC99JWJ5	$ 11,293	$ 11,293
Appalachian	CD7BFHB8W539	$ 13,724	$ 13,724	Lenoir	QKUFL37VPGH6	$ 11,214	$ 11,214
Beaufort	RN1SXFD4LXN6	$ 11,110	$ 11,110	Lincoln	UGGQGSSKBGJ5	$ 11,603	$ 11,603
Bladen	TLCTJWDJH1H9	$ 10,940	$ 10,940	Macon	LLPJBC6N2LL3	$ 10,977	$ 10,977
Brunswick	MJBMXLN9NJT5	$ 12,334	$ 12,334	Madison	YQ96F8BJYTJ9	$ 10,806	$ 10,806
Buncombe	W5TCDKMLHE69	$ 13,708	$ 13,708	MTW	ZKK5GNRNBBY6	$ 13,035	$ 13,035
Burke	KVJHUFURQDM5	$ 11,630	$ 11,630	Mecklenburg	EZ15XL6BMM68	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ 13,204	$ 13,204	Montgomery	E78ZAJM3BFL3	$ 10,872	$ 10,872
Caldwell	HL4FGNJNGE97	$ 11,531	$ 11,531	Moore	HFNSK95FS7Z8	$ 11,786	$ 11,786
Carteret	UC6WJ2MQMJS8	$ 11,380	$ 11,380	Nash	NF58K566HQM7	$ 11,684	$ 11,684
Caswell	JDJ7Y7CGYC86	$ 10,814	$ 10,814	New Hanover	F7TLT2GMEJE1	$ 13,386	$ 13,386
Catawba	GYUNA9W1NFM1	$ 12,470	$ 12,470	Northampton	CRA2KCAL8BA4	$ 10,774	$ 10,774
Chatham	KE57QE2GV5F1	$ 11,454	$ 11,454	Onslow	EGE7NBXW5JS6	$ 12,994	$ 12,994
Cherokee	DCEGK6HA11M5	$ 10,894	$ 10,894	Orange	GFFMCW9XDA53	$ 12,335	$ 12,335
Clay	HYKLQVNWLXK7	$ 10,683	$ 10,683	Pamlico	FT59QFEAU344	$ 10,697	$ 10,697
Cleveland	UWMUYMPVL483	$ 11,734	$ 11,734	Pender	T11BE678U9P5	$ 11,321	$ 11,321
Columbus	V1UAJ4L87WQ7	$ 11,202	$ 11,202	Person	FQ8LFJGMABJ4	$ 11,024	$ 11,024
Craven	LTZ2U8LZQ214	$ 11,760	$ 11,760	Pitt	VZNPMCLFT5R6	$ 12,741	$ 12,741
Cumberland	HALND8WJ3GW4	$ 14,584	$ 14,584	Polk	QZ6BZPGLX4Y9	$ 10,797	$ 10,797
Dare	ELV6JGB11QK6	$ 10,996	$ 10,996	Randolph	T3BUM1CVS9N5	$ 12,280	$ 12,280
Davidson	C9P5MDJC7KY7	$ 12,577	$ 12,577	Richmond	Q63FZNTJM3M4	$ 11,077	$ 11,077
Davie	L8WBGLHZV239	$ 11,064	$ 11,064	Robeson	LKBEJQFLAAK5	$ 12,106	$ 12,106
Duplin	KZN4GK5262K3	$ 11,251	$ 11,251	Rockingham	KGCCCHJJZZ43	$ 11,641	$ 11,641
Durham	LJ5BA6U2HLM7	$ 14,475	$ 14,475	Rowan	GCB7UCV96NW6	$ 12,256	$ 12,256
Edgecombe	MAN4LX44AD17	$ 11,155	$ 11,155	Sampson	WRT9CSK1KJY5	$ 11,306	$ 11,306
Foothills	NGTEF2MQ8LL4	$ 12,920	$ 12,920	Scotland	FNVTCUQGCHM5	$ 10,961	$ 10,961
Forsyth	V6BGVQ67YPY5	$ 15,154	$ 15,154	Stanly	U86MZUYPL7C5	$ 11,304	$ 11,304
Franklin	FFKTRQCNN143	$ 11,408	$ 11,408	Stokes	W41TRA3NUNS1	$ 11,094	$ 11,094
Gaston	QKY9R8A8D5J6	$ 13,265	$ 13,265	Surry	FMWCTM24C9J8	$ 11,405	$ 11,405
Graham	L8MAVKQJTYN7	$ 10,646	$ 10,646	Swain	TAE3M92L4QR4	$ 10,715	$ 10,715
Granv-Vance	MGQJKK22EJB3	$ 12,828	$ 12,828	Toe River	JUA6GAUQ9UM1	$ 11,955	$ 11,955
Greene	VCU5LD71N9U3	$ 10,796	$ 10,796	Transylvania	YLN4BFCJCP39	$ 10,959	$ 10,959
Guilford	YBEQWGFJPMJ3	$ 17,035	$ 17,035	Union	LHMKBD4AGRJ5	$ 13,481	$ 13,481
Halifax	MRL8MYNJJ3Y5	$ 11,139	$ 11,139	Wake	FTJ2WJPLWMJ3	$ -	$ -
Harnett	JBDCD9V41BX7	$ 12,190	$ 12,190	Warren	TLNAU5CNHSU5	$ 10,779	$ 10,779
Haywood	DQHZEVAV95G5	$ 11,301	$ 11,301	Wayne	DACFHCLQKMS1	$ 12,033	$ 12,033
Henderson	TG5AR81JLFQ5	$ 11,967	$ 11,967	Wilkes	M14KKHY2NNR3	$ 11,362	$ 11,362
Hoke	C1GWSADARX51	$ 11,215	$ 11,215	Wilson	ME2DJHMYWG55	$ 11,529	$ 11,529
Hyde	T2RSYN36NN64	$ 10,603	$ 10,603	Yadkin	PLCDT7JFA8B1	$ 10,996	$ 10,996
Iredell	XTNRLKJLA4S9	$ 12,775	$ 12,775	Yancey	L98MCUHKC2J8	$ 10,762	$ 10,762

UEI = Unique Entity Identifier

DPH-Aid-To-Counties **For Fiscal Year: 24/25** **Budgetary Estimate Number : 0**

Activity 123 Service Period Payment Period		AA	131204 2B0SG23 20G0216002 02/04-05/31 03/04-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	12,602	$0.00	12,602	12,602
D1 Albemarle	*	0	19,485	$0.00	19,485	19,485
02 Alexander	*	0	10,994	$0.00	10,994	10,994
04 Anson	*	0	10,834	$0.00	10,834	10,834
D2 Appalachian	*	0	13,724	$0.00	13,724	13,724
07 Beaufort	*	0	11,110	$0.00	11,110	11,110
09 Bladen	*	0	10,940	$0.00	10,940	10,940
10 Brunswick	*	0	12,334	$0.00	12,334	12,334
11 Buncombe	*	0	13,708	$0.00	13,708	13,708
12 Burke	*	0	11,630	$0.00	11,630	11,630
13 Cabarrus	*	0	13,204	$0.00	13,204	13,204
14 Caldwell	*	0	11,531	$0.00	11,531	11,531
16 Carteret	*	0	11,380	$0.00	11,380	11,380
17 Caswell	*	0	10,814	$0.00	10,814	10,814
18 Catawba	*	0	12,470	$0.00	12,470	12,470
19 Chatham	*	0	11,454	$0.00	11,454	11,454
20 Cherokee	*	0	10,894	$0.00	10,894	10,894
22 Clay	*	0	10,683	$0.00	10,683	10,683
23 Cleveland	*	0	11,734	$0.00	11,734	11,734
24 Columbus	*	0	11,202	$0.00	11,202	11,202
25 Craven	*	0	11,760	$0.00	11,760	11,760
26 Cumberland	*	0	14,584	$0.00	14,584	14,584
28 Dare	*	0	10,996	$0.00	10,996	10,996
29 Davidson	*	0	12,577	$0.00	12,577	12,577
30 Davie	*	0	11,064	$0.00	11,064	11,064
31 Duplin	*	0	11,251	$0.00	11,251	11,251
32 Durham	*	0	14,475	$0.00	14,475	14,475
33 Edgecombe	*	0	11,155	$0.00	11,155	11,155
D7 Foothills	*	0	12,920	$0.00	12,920	12,920
34 Forsyth	*	0	15,154	$0.00	15,154	15,154
35 Franklin	*	0	11,408	$0.00	11,408	11,408
36 Gaston	*	0	13,265	$0.00	13,265	13,265
38 Graham	*	0	10,646	$0.00	10,646	10,646
D3 Gran-Vance	*	0	12,828	$0.00	12,828	12,828
40 Greene	*	0	10,796	$0.00	10,796	10,796
41 Guilford	*	0	17,035	$0.00	17,035	17,035
42 Halifax	*	0	11,139	$0.00	11,139	11,139
43 Harnett	*	0	12,190	$0.00	12,190	12,190
44 Haywood	*	0	11,301	$0.00	11,301	11,301
45 Henderson	*	0	11,967	$0.00	11,967	11,967
47 Hoke	*	0	11,215	$0.00	11,215	11,215
48 Hyde	*	0	10,603	$0.00	10,603	10,603
49 Iredell	*	0	12,775	$0.00	12,775	12,775
50 Jackson	*	0	11,073	$0.00	11,073	11,073

51 Johnston	*	**0**	13,141	**$0.00**	13,141	13,141
52 Jones	*	**0**	10,656	**$0.00**	10,656	10,656
53 Lee	*	**0**	11,293	**$0.00**	11,293	11,293
54 Lenoir	*	**0**	11,214	**$0.00**	11,214	11,214
55 Lincoln	*	**0**	11,603	**$0.00**	11,603	11,603
56 Macon	*	**0**	10,977	**$0.00**	10,977	10,977
57 Madison	*	**0**	10,806	**$0.00**	10,806	10,806
D4 M-T-W	*	**0**	13,035	**$0.00**	13,035	13,035
60 Mecklenburg			0	**$0.00**	0	0
62 Montgomery	*	**0**	10,872	**$0.00**	10,872	10,872
63 Moore	*	**0**	11,786	**$0.00**	11,786	11,786
64 Nash	*	**0**	11,684	**$0.00**	11,684	11,684
65 New Hanover	*	**0**	13,386	**$0.00**	13,386	13,386
66 Northampton	*	**0**	10,774	**$0.00**	10,774	10,774
67 Onslow	*	**0**	12,994	**$0.00**	12,994	12,994
68 Orange	*	**0**	12,335	**$0.00**	12,335	12,335
69 Pamlico	*	**0**	10,697	**$0.00**	10,697	10,697
71 Pender	*	**0**	11,321	**$0.00**	11,321	11,321
73 Person	*	**0**	11,024	**$0.00**	11,024	11,024
74 Pitt	*	**0**	12,741	**$0.00**	12,741	12,741
75 Polk	*	**0**	10,797	**$0.00**	10,797	10,797
76 Randolph	*	**0**	12,280	**$0.00**	12,280	12,280
77 Richmond	*	**0**	11,077	**$0.00**	11,077	11,077
78 Robeson	*	**0**	12,106	**$0.00**	12,106	12,106
79 Rockingham	*	**0**	11,641	**$0.00**	11,641	11,641
80 Rowan	*	**0**	12,256	**$0.00**	12,256	12,256
82 Sampson	*	**0**	11,306	**$0.00**	11,306	11,306
83 Scotland	*	**0**	10,961	**$0.00**	10,961	10,961
84 Stanly	*	**0**	11,304	**$0.00**	11,304	11,304
85 Stokes	*	**0**	11,094	**$0.00**	11,094	11,094
86 Surry	*	**0**	11,405	**$0.00**	11,405	11,405
87 Swain	*	**0**	10,715	**$0.00**	10,715	10,715
D6 Toe River	*	**0**	11,955	**$0.00**	11,955	11,955
88 Transylvania	*	**0**	10,959	**$0.00**	10,959	10,959
90 Union	*	**0**	13,481	**$0.00**	13,481	13,481
92 Wake			0	**$0.00**	0	0
93 Warren	*	**0**	10,779	**$0.00**	10,779	10,779
96 Wayne	*	**0**	12,033	**$0.00**	12,033	12,033
97 Wilkes	*	**0**	11,362	**$0.00**	11,362	11,362
98 Wilson	*	**0**	11,529	**$0.00**	11,529	11,529
99 Yadkin	*	**0**	10,996	**$0.00**	10,996	10,996
00 Yancey	*	**0**	10,762	**$0.00**	10,762	10,762
Totals			1,000,041	0	1,000,041	1,000,041

Signed by: Douglas W. Urland 2775EFAA602F498... Sign and Date - DPH Program Administrator 02/04/25 | 3:06 PM EST	Signed by: 7EEF0EDC43664E7... Sign and Date - DPH Section Chief 02/04/25 | 3:38 PM EST
Sign and Date - DPH Budget Office – ATC Coordinator 2/4/2025	Sign and Date - DPH Budget Officer 2/7/2025

ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Finance Director Job Description Update

DEPARTMENT: Administration

CONTACT PERSON: Lisa Minter, County Manager

TYPE: Action Item

REQUEST	Approve the updates to the Finance Director job description and corresponding change to the County's Classification and Pay Plan.
BUDGET IMPACT	Unknown at this time.
ATTACHMENTS	CFO.pdf Pay Plan Effective March 3 2025.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the updates to the Finance Director job description and corresponding change to the County's Classification and Pay Plan.

SUMMARY

Upon receiving the resignation of our current Finance Director, I consulted with staff of the North Carolina Association of County Commissioners to review our current Finance Director job description and the position's placement in our Classification and Pay Plan. Amy Cannon and Johnna Sharpe have reviewed both items and have been working with several counties who are looking for Finance Officer positions. After working with Amy and Johnna and discussing their recommendations with Meta McCune, HR Director, and Angelina Noel, Assistant County Manager - Governmental Support, I am asking the Board to approve a change in job title, Finance Director to Chief Financial Officer, and change in the grade from grade 83 to a grade 85. The change in the grade equates to a $11,271 increase in the starting

salary. The position will also be reporting to the County Manager instead of an Assistant County Manager.

Chief Financial Officer

Department: Finance FLSA Status: *Exempt*

General Definition of Work

Under limited supervision, performs complex professional and administrative work in planning, organizing and directing the County's financial operations, including but not limited to accounts payable, accounts receivable, payroll, purchasing, budget, investments, debt and capital management, accounting and financial reporting systems, ensuring adherence to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) pronouncements. Reports to the County Manager.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The list below is not meant to be an exhaustive list of the functions, knowledge, skills or abilities required to perform the job satisfactorily. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Supervises department employees which involves such duties as instructing, assigning and reviewing work, maintaining standards, acting on employee problems, selecting new employees, appraising employee performance, recommending promotions, discipline, termination and salary increases.

Ensures compliance with County policies and federal and state regulations, including the Local Government Fiscal Control Act, NC General Statute 159.

Ensures that County agencies/departments follow required guidelines, policies, procedures, statutes, as well as financial requirements for federal and state awards and grants.

Maintains the County's financial records through supervision of Finance Department staff responsible for posting and balancing County ledgers, preparing payroll and related records, and maintaining County purchasing records, financial statements and other related reports either by data processing or manual methods.

Ensures that the investment of idle County funds complies with the North Carolina General Statutes governing investments while maximizing interest earned.

Works with the County Manager, Assistant County Manager, Budget Analyst and department heads on annual budget.

Provides regular reporting of departmental financial condition for review by County Manager and County Commissioners, indicating receipt, expenditures, and encumbrances.

Prepares and presents budget amendments to the Board of Commissioners; make other presentations as needed.

Ensures the County's Annual Comprehensive Financial Report (ACFR), Compliance Report, Schedule of Federal and State Awards (SEFSA), and Annual Financial Information Report (AFIR) are prepared, completed and timely submitted to the Local Government Commission (LGC).

Reviews requests for proposals for audit services and banking services; makes recommendation to Board of Commissioners.

Directs and supervises debt management.

Manages banking relationships.

Chief Financial Officer

Manages the County's financial policies and procedures, making revisions and recommendations to the County Manager and Board as necessary.

Prepares and/or generates various records and reports including Annual Comprehensive Financial report, County Annual Financial Information report, monthly financial reports, memorandums, and complex analysis.

Knowledge, Skills and Abilities

Knowledge

Thorough knowledge and understanding of the fiscal policies and statutory requirements governing county funds including State and County laws, Governmental Accounting Standards board (GASB) pronouncements and North Carolina General Statutes.

Thorough knowledge of budgetary procedure and ability to interpret budgetary reports; ability to make decisions and participate in policy setting procedures.

Thorough knowledge of the principles and practices of accounting, auditing and budgeting as applied to local government; thorough knowledge of the principles underlying general laws and administrative policies governing local government financial practices and procedures.

Skills

Proficiency in Microsoft Office Suite, especially Excel, with strong skills in financial analysis and data management and Enterprise Resource Systems.

Excellent communication skills, both written and verbal, with the ability to explain financial information to non-financial stakeholders.

Abilities

Ability to plan, organize and direct the work of professionals and paraprofessionals;
Ability to understand and apply policies to the maintenance of financial records and reports.
Ability to analyze and interpret financial data, perform trend analysis, and to prepare clear and concise reports;
Ability to establish and maintain effective working relationships with commissioners, vendors, associates and the general public.

Education and Experience

Bachelor's degree in accounting, business administration or a related field with more than six years of progressively responsible public finance

Preferred: Master's degree in related field and/or certification as a public accountant; or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions, frequently requires walking and reaching with hands and arms and occasionally requires standing, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Successful candidate must be able to personally qualify for a $1 million bond per NC general statute.

Valid driver's license in the State of North Carolina.

Last Revised: 02/24/2025

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
59	34,094	43,470	52,847	Accounting Technician I Animal Shelter Attendant Community Health Assistant Community Social Services Assistant Housekeeping Assistant Medical Records Assistant III Office Assistant III Patient Relations Representative III Processing Assistant III Van Driver
60	35,799	45,644	55,489	Administrative Associate I Income Maintenance Technician Information Processing Assistant I Route Scheduling Specialist Senior Center Nutrition Assistant
61	37,589	47,926	58,263	Accounting Clerk IV Accounting Technician II Foreign Language Interpreter I Library Assistant I Maintenance Worker Medical Records Assistant IV Office Assistant IV Patient Relations Rep IV Processing Assistant IV
62	39,468	50,322	61,176	Administrative Associate II Court Security Officer (Non Sworn) Executive Assistant to the Sheriff Finance Accounting Specialist I Gymnastics Program Assistant Income Maintenance Caseworker I Revenue Collections Clerk
63	41,441	52,838	64,235	Accounting Technician III Animal Control Officer II Deputy Register Deeds I Environmental Health Technician Human Resources Assistant Lab Technician I Land Records Technician Library Assistant II Maintenance Mechanic Medical Records Assistant V Practical Nurse II Processing Assistant V

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
63 CONT.	41,441	52,838	64,235	Property Valuation Specialist Public Health Educator I Sanitation Equipment Operator Tax Collections Assistant Tax Listings Assistant
64	43,513	55,479	67,447	Administrative Assistant I Child Support Agent I Deputy Tax Collector Finance Accounting Specialist II Fitness and Wellness Coordinator Foreign Language Interpreter II Income Maintenance Caseworker II Income Maintenance Investigator I Senior Center Specialist Social Worker I Solid Waste Enforcement Officer
65	45,689	58,254	70,819	Electrical Maintenance Mechanic Human Resources Technician HVAC Maintenance Mechanic Insurance & Volunteer Services Specialist Library Assistant III Nutritionist I
66	47,973	61,166	74,360	Administrative Assistant II Animal Control Supervisor I Benefits and Payroll Coordinator Child Support Agent II Community Employment Case Manager Deputy Register Deeds II Finance Accounting Specialist III Environmental Health Specialist Intern House Keeping Supervisor Income Maintenance Caseworker III Income Maintenance Investigator II Income Maintenance Investigator Supervisor I Nutrition Program Director Public Health Education Specialist Solid Waste Maintenance Specialist Veterans Services Officer I

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
67	50,372	64,225	78,078	Assistant Tax Collections Manager Business Personal Property Appraiser Circulation Supervisor Community Services Coordinator Deputy Elections Director Elections Public Info. Coordinator Elections Technician Emergency Management Specialist Engineering Technician Human Services Coordinator II Human Resources Technician II Lead Child Support Agent Librarian I Lab Technician II Nutritionist II Public Health Educator II Re-Entry Coordinator Soil Conservationist
68	52,891	67,436	81,982	Accounting Specialist I Administrative Assistant III Administrative & Marketing Specialist Athletics Supervisor Finance Accounting Specialist IV Gymnastics Supervisor Horticulturist Income Maintenance Supervisor II Commercial Property Appraiser Information Systems Administrative Specialist Maintenance Supervisor Paralegal Real Property Appraiser Recreation Programmer Social Work Supervisor I Social Worker II Veterans Services Officer II
69	55,536	70,809	86,081	Assistant Register of Deeds Child Support Supervisor II Computer Support Technician II Fire Inspector Human Resources Technician III IT Computer Support Technician Librarian II Nutrionist III Soil Conservation Supervisor

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
70	58,313	74,349	90,385	Accounting Specialist II Communications Specialist Fiscal Recovery Manager Grant Administrator Human Resources Analyst Income Maintenance Supervisor III Management Analyst Mobility Manager Public Health Nurse I Senior Center Program Director Social Worker III
71	61,229	78,067	94,904	Budget & Management Analyst Community Social Worker Elections Technology Engineer Emergency Management Coordinator Environmental Health Specialist GIS Specialist IT Systems Applications Engineer IT Systems Engineer IT Systems Engineer - Public Safety Librarian III Parks Operation Supervisor Pre-Trial Services Coordinator Revaluation Coordinator Risk Management Analyst Social Worker Investigative/Assessment/Treatment Transportation Coordinator
72	64,290	81,970	99,649	Assistant Library Director Community Behavioral Health Clinician Pre-Trial and Re-Entry Manager Public Health Nurse II Social Worker Continuous Quality Improvement Tax Collections Manager Tax Listing Manager
73	67,505	86,069	104,631	Administrative Officer III Assistant Parks and Recreation Director Community and Governmental Relations Manager Construction Project Manager Deputy Fire Marshal Environmental Health Program Specialist Income Maintenance Administrator I Operations Superintendent Public Health Nurse III Solid Waste Superintendent

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
74	70,880	90,372	109,863	Appraisal Manager Assistant Finance Director Community Support Services Director Elections Director Environmental Health Supervisor I Income Maintenance Administrator II IT Systems Analyst Network Administrator Public Health Nursing Supervisor I Social Work Supervisor III
75	74,424	94,891	115,356	Assistant Development Services Director Social Work Program Manager
76	78,145	99,635	121,124	Clerk to the Board
77	82,052	104,617	127,180	Assistant IT Director Assistant Public Health Director Deputy General Services Director Library Director Public Health Nursing Director I
78	86,155	109,848	133,539	-
79	90,463	115,341	140,216	Director of Emergency Management Fire Marshal Parks & Recreation Director Senior Services Director
80	94,986	121,108	147,227	Attorney II County Engineer Developmental Services Director
81	99,735	127,163	154,588	-
82	104,722	133,521	162,317	Deputy County Attorney General Services Director Human Resources Director Physician Extender II Public Health Director Social Services Director Strategic Services Director Tax Administrator
83	109,958	140,197	170,433	Information Technology Director

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective November March 3, 2025

Grade	Minimum	Midpoint	Maximum	Classification
84	115,456	147,207	178,955	-
85	121,229	154,568	187,903	Chief Financial Officer
86	127,290	162,296	197,298	-
87	133,655	170,411	207,163	Assistant County Manager Operational Services Assistant County Manager Governmental Support
88	140,338	178,932	217,521	-
NG				County Manager
NG				County Attorney
NG				Sheriff
NG				Register of Deeds

— END —

ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Lee County Libraries NCPC Preservation Grant

DEPARTMENT: Library

CONTACT PERSON: Beth List, Library Director

TYPE: Consent Agenda

REQUEST	Approval for Lee County Libraries to submit grant application to the North Carolina Preservation Consortium
BUDGET IMPACT	$2000 to purchase supplies; no match required
ATTACHMENTS	20240216_responsibilities_of_preservation_grant_recipients.pdf Application - LCL NCPC Preservation Grant.pdf K Miller Letter of Support Preservation Grant - Lee County Library.pdf Project Budget - LCL NCPC Preservation Grant.pdf Project Plan - LCL NCPC Preservation Grant.pdf
PRIOR BOARD ACTION	NA
RECOMMENDATION	Approval to submit application

SUMMARY

The Lee County Libraries is requesting approval to submit a grant application to the North Carolina Preservation Consortium, of which we are members. The grant application is to request the maximum allotment of $2,000 to purchase supplies to rehouse the Sanford Herald Photographic Negative Collection. The collection was gifted to the Library by The Sanford Herald. The Sanford Herald Photographic Negative Collection consists of hundreds of thousands of predominantly 35mm photo negatives produced by photographers for the paper. The negatives in this collection correspond to a period when the Herald was using quick-print

techniques that produced low-quality prints that have faded significantly. For that reason, and the fact that the negatives include even more shots than appeared in the paper, The Sanford Herald Photographic Negative Collection is our preservation priority. The total estimated cost to rehouse the negatives is approximately $6500 which we will have to slowly carve out of our materials budget over the next two years. The grant funds would allow us to address a third of our negatives thus decreasing our total cost for the project also by a third.

Responsibilities of Preservation Grant Recipients

North Carolina Preservation Consortium

Institutions awarded a preservation grant from the North Carolina Preservation Consortium must comply with the follow responsibilities;

1. **Financial Management System**

   Have a sound financial management system that records separately the receipt and disbursement of grant funds and that monitors the expenditure of these funds against the approved budget.

2. **Conduct**

   The recipient has full responsibility for the conduct of project activities under the NCPC grant and for informing NCPC during the course of the award of any significant programmatic, administrative, or financial problems that have arisen. The recipient is responsible for notifying NCPC about any allegation of misconduct if the allegation involves NCPC grants or an application for NCPC grants.

3. **Documentation**

   In accepting an award, the recipient assumes the legal responsibility of administering the award in accordance with these requirements and of maintaining documentation, which is subject to audit, of all actions and expenditures affecting the award. Failure to comply with the requirements of this award may result in suspension or termination of the award and repayment of award funds.

4. **Project Plan**

   Carry out tasks in accordance with the project plan provided in the approved application, and ensure that any significant changes in key project personnel, project scope or design, or arrangements to contract out project activities are submitted to NCPC in advance for review and approval.

5. **Publicity**

   All announcements, publications, and exhibits resulting from or pertaining to the preservation project shall contain an acknowledgment of grant support from the North Carolina Preservation Consortium. The institution will collaborate with NCPC on press releases and other publicity.

6. **Legal Compliance**

   Ensure that all project activities are in compliance with policies and procedures of your institution and parent organization, as well as all local, state, and federal regulations and statutes.

7. **Refunds**

   Return to NCPC any funds not expended on the approved project.

8. **Project Report**

   Submit a final report describing outcomes of the project; work completed as planned, problems encountered, and lessons learned. (This can be in the form of a newsletter article or news release.) The final report must be submitted to NCPC no later than one year after the grant award.

I agree to the terms of these *Responsibilities of Preservation Grant Recipients* and understand that failure to comply in whole or in part may result in the suspension and/or refund of grant awards to the North Carolina Preservation Consortium.

Name (please print)	Date
Signature	Date
Title	Date
Name of Institution	

ncpc | North Carolina Preservation Consortium
Preserving collections in libraries, museums, archives, and historic sites

Preservation Grant Application (Spring 2025)

Please note: *Missing information including but not limited to unanswered questions or incomplete answers may cause the application to be considered incomplete and therefore void. NCPC and the NCPC Preservation Grants Committee are under no obligation to contact the applicant for missing information.*

Applicants must be NCPC institutional members in good standing.

NCPC does not award grants to individuals. If your institution is not a member, you can become one now at http://www.ncpreservation.org/membership.html in order that your grant application will be considered.

Is your institution a member of NCPC?
☒Yes
☐No

Title of Grant Project: The Sanford Herald Photographic Negative Collection Re-Housing

Total Grant Request (max. $2,000): $ 2,000

Name of Institution: Lee County Libraries

Parent Organization (if applicable): Lee County Government

Address: 107 Hawkins Ave

City, State, Zip Code: Sanford, NC 27330

Applicant's Name: Hunter Randolph

Position Title: Cataloging Library Assistant III

Phone Number: 919-718-4665 x 5490

Email Address: hrandolph@leecountync.gov

INSTITUTIONAL INFORMATION

1) Type of institution (choose all that apply):
☐Archives
☐Historic Site
☒Library
☐Museum
☐Other (please describe): Click here to enter text.

2) Institution's total annual budget this year: $ 1,204,158

3) Annual preservation budget this year: $ $1,200

4) Does your institution have a position responsible for preservation?
☐No
☒Yes (if yes, please give us the following information):

Name: Hunter Randolph

Title: Cataloging Library Assistant III

Phone Number: 919-718-4665 x 5490

Email address: hrandolph@leecountync.gov

Percentage of their time devoted to preservation activities: 20%

5) Number of FTE preservation employees/volunteers: 1

6) Provide the mission and vision statements for your collection's institution.

Mission statement: The mission of the Lee County Library is to encourage exploration of new ideas, support educational core curriculum initiatives and early childhood literacy; enhance the economic vitality of the region through workforce development, strengthen the community and enrich the quality of life for all by providing cultural, technological, and informational programming and materials.

Vision statement: N/A

7) Does your institution have a preservation policy/statement?
☒Yes
☐No

8) Does your institution have a preservation plan?
☒Yes
☐No

9) Does your institution have a written disaster plan?
☒Yes
☐No

10) Does your institution have staff trained to implement the disaster plan?
☒Yes
☐No

11) Is preservation part of your institution's strategic plan?
☒Yes
☐No

12) Has your institution ever had a preservation or conservation assessment?
☐No
☒Yes (if yes, please provide the following information)

Date of assessment: September 12, 2024

Name(s) and position title(s) of the staff involved: Hunter Randolph, Cataloging Library Assistant III

Names of consultant(s) and their affiliated institution(s): Adrienne Berney, Danielle Shirilla, State Archives of North Carolina

Briefly summarize the assessment and outcomes: As part of the Traveling Archivist Program of the State Archives, outreach archivists consulted with the Lee County Libraries regarding the library's photograph collections, providing feedback on storage, long-term preservation planning, damage remediation, and supplies. The supplies and damage remediation training have allowed for the complete re-housing of The Sanford Herald Photographic Print Collection. The archivists also gave valuable guidance on workflows and best supplies to begin re-housing the negative collections referred to in this application.

13) In the last few years, has your institution received a preservation grant from NCPC or another organization, agency or institution?
☐No
☒Yes (if yes, please provide the following information; for multiple grants, please attach an additional sheet with the following information for each grant received)

Name of funder: State Archives of North Carolina, Traveling Archivist Program

Amount of grant: $ N/A. This grant, described above, provided supplies, training, and a collection assessment.

Date of grant: $ Virtual Consultation April 3, 2024; Site Visit September 12, 2024

Project goals and accomplishments: The Traveling Archivist Program Grant allowed us to close the gap and finish re-housing The Sanford Herald Photographic Print Collection. With additional supplies to supplement what we were able to budget amend to acquire, and training to separate and process water-damaged photos, we were ultimately able to reach the finish line of re-housing the collection for preservation and access.

BUILDING INFORMATION

14) Is there a heating and cooling system for this collection in operation 24 hours a day, 365 days a year?
☒Yes
☐No

15) Is this collection monitored by a security system?
☒Yes
☐No

16) Is this collection monitored by a fire detection system?
☒Yes
☐No

17) Is there a fire suppression system in this collection space?
☒Yes
☐No

18) Is this collection monitored by a flood detection system?
☐Yes
☒No

19) Do you use integrated pest management strategies?
☒Yes
☐No

PROJECT INFORMATION

20) This grant will be used to fund (choose one):

☐Preservation assessments
☐Conservation assessments
☐Preservation consultations
☐Preservation project work
☐Environmental monitoring equipment
☒Storage furniture and enclosures
☐Tools and equipment for repair/conservation
☐Conservation of collections
☐Reformatting or digitization
☐Digital/media storage
☐Education and training
☐Other or Multiple Projects(please describe): Click here to enter text.

21) Describe the collection that is the focus of this grant proposal.
The Sanford Herald Photographic Negative Collection consists of hundreds of thousands of predominantly 35mm photo negatives produced by photographers for The Sanford Herald, Sanford and Lee County's longest-running newspaper. The photographs cover all aspects of life across Lee County and the surrounding areas, including politics, athletics, agriculture, industry, education, home life, and a robust series of feature stories. These negatives correspond to the paper's production from the early 1970s to the early 2000s. All negatives produced by the Herald's photographers prior to the early 1970s were lost or destroyed but prints from the 1930s to the 2000s survive. The Sanford Herald Photographic Print Collection was first acquired by the library and was rehoused with assistance from a preservation grant. The print collection is being digitized through a partnership with the NC Digital Heritage Center, and many of those photos are now online. The negatives in this collection, however, correspond to a period when the Herald was using quick-print techniques that produced low-quality prints that have faded significantly. For that reason, and the fact that the negatives include even more shots than appeared in the paper, The Sanford Herald Photographic Negative Collection is our preservation priority. The largely uncut negatives were stored in 4-inch metal film canisters by the Herald, which thankfully protected the photos from significant water damage in the Herald's deteriorated building. However, about half of the 1,124 canisters show significant rusting, and the negatives will need to be cut down and placed in archival housing for long-term preservation and access.

22) Are there any claims of ownership or protests of your institution's ownership, exhibition, or use of this collection?
☒No
☐Yes (if yes, please explain): Click here to enter text.

23) If this project is a reformatting/digitization project, does your institution hold the copyright to the materials that will be reformatted?
☒Yes

☐No

24) What are the goals of this preservation grant proposal?
This goal of this preservation grant proposal is to kick-start the largest preservation project the Lee County Libraries has ever taken on. With an estimated 500,000+ images in the collection, it would take approximately $6,500 in supplies to adequately re-house all the negatives. While we are requesting additional preservation funds from Lee County in FY26, we need to get started on this project now and cannot depend on additional budget funds. Stored prior to the library's acquisition in over a thousand rusted metal canisters in the Herald's offices, this project will allow for long-term preservation of and access to a truly unique collection. The goal of this proposal is to secure funding to get this project started with enough supplies for the first 1/3rd of the photos, with the ultimate goal of re-housing all the negatives in the collection.

25) How will this grant benefit the community your institution serves?
This project will have tremendous social effects in Lee County and the surrounding areas. The ways that our patrons have been able to connect with the Sanford Herald images we have already made available demonstrate the many ways these photos can make an impact on individuals, families, and whole groups. School alumni organizations have used photos on 50th Anniversary cakes, businesses have used images to tell the stories of their buildings, family members have connected with memories of loved ones through images they didn't know existed, and organizations, including the library, have used photos to tell important, long-neglected stories. Community members are eager for these photographs and react strongly any time they are shown.

26) Education and Training. ☒Not applicable
If this grant application is for education or training, please provide the following information. If information is unknown, please state "To be determined."

Name of workshop/class/internship: Click here to enter text.

Name and address of organization sponsoring training: Click here to enter text.

URL for the event, if available: Click here to enter text.

Name(s) and credentials of instructor(s): Click here to enter text.

Name(s) and title(s) of those attending: Click here to enter text.

Describe the skills taught, and explain how the knowledge gained will be used to improve preservation in your institution: Click here to enter text.

27) Project Plan.

Attach a document outlining project tasks, the sequence of the tasks, target deadlines, and indicate the name and position title of the person responsible for each task. List qualifications for any professional consultants.

28) Project Manager resume.
Attach the Project Manager's resume.

29) Project Budget.
Attach an itemized budget showing estimates for all project expenses.

For projects that involve purchasing supplies and equipment, list each item, quantity, unit cost, shipping and handling charges, and the name of the vendor.

For projects that involve purchasing storage furniture, containers, or enclosures, provide a description of the item, the materials from which it is made, unit cost, shipping and handling charges, and the name of the vendor.

List the source and amount of any matching funds and how those funds will be applied to the project. Indicate if the funds have already been awarded. If you have applied for other funds, please list when you expect to be notified of the award.

30) Other funding sources.
If your grant request isn't funded, do you have other potential sources of funding?
☐No
☒Yes (explain): If our grant request is not funded, we will appeal to the County Manager and Board of Commissioners for additional funding in the FY26 budget, as well as to the Friends of the Lee County Libraries organization. However, with construction in progress for a new main branch library, additional line items are difficult to secure.

31) Partial funding.
Will you accept partial funding? If so, what would your priorities be?
☐No
☒Yes (explain): Our priority is to re-house as much of this collection as possible with the resources that are available to us. If this proposal was partially funded, we would purchase a proportional quantity of supplies and follow the same procedures outlined in our proposal, seeking other sources of funding to complete the project.

32) Letter of Support.
Attach a letter of support for this grant proposal. The letter may be from colleagues, scholars, or members of the community your institution serves.
Letters of support may not be submitted by employees of your institution.

33) Responsibilities of Preservation Grant Recipients agreement form

Attach a completed copy of the Responsibilities of Preservation Grant Recipients agreement form (available on the Preservation Grants web page).

I certify that, to the best of my knowledge, all information on this application and the supporting materials is accurate and true.

Click here to enter text.

_____

Name and date

Click here to enter text.

_____

Title

Click here to enter text.

_____

Signature and date [insert electronic signature, or print and sign document]

Please email completed application form and all required documents by March 16th to:

ncpcboard@gmail.com

Submission checklist:

Note: *These can be sent in the email as separate attachments, or compiled into a single document.*

- ☒ Application
- ☒ Project Plan
- ☒ Project Manager resume
- ☒ Project Budget
- ☒ Letter of Support
- ☒ Responsibilities of Preservation Grant Recipients agreement form

SANFORD
WELL CENTERED.

OFFICE OF PUBLIC INFORMATION

February 18, 2025

North Carolina Preservation Consortium
P.O. Box 2651
Durham, NC 27715

Preservation Grants Committee,

I am writing to express my support for the Lee County Library's application for a Preservation grant to help cover the costs of preserving negatives from *The Sanford Herald*, which was Sanford's main newspaper for decades.

From February 2024 through February 2025, City of Sanford, North Carolina, has been celebrating its sesquicentennial. As a member of the Sesquicentennial Committee, I have become educated on the scarcity of historical data and the importance of preserving what is available.

The Lee County Library has been a key component of our sesquicentennial planning. To celebrate 150 years of history, the Sesquicentennial Committee has relied heavily on the library to find photographs, check facts, and explore connections.

I can confidently say that without the work the Lee County Library has already done to restore and preserve their historical collections, our committee would not have had much material to work with. Because of this, the library has been the most important resource for our team.

A Preservation grant would allow the library to add 1,124 negative canisters – more than 500,000 images – to their collection. This is a huge treasure trove and time capsule that will otherwise be lost to our community.

Though the sesquicentennial celebration is wrapping up, the need to examine and conserve our city's history is ongoing. The Lee County Library's work is crucial to that process – both for projects such as ours and for the community at large.

For these reasons, the Lee County Library is an ideal candidate for a Preservation grant to help them ensure historical materials exist for the generations to come.

Thank you,

Kelly Miller

115 Chatham Street • Sanford, NC • www.sanfordnc.net
919-718-4658 ext 1 • kelly.miller@sanfordnc.net

Project Budget - *The Sanford Herald* Photographic Negative Collection Re-Housing

Item	Material	Unit Cost	Shipping & Handling	Vendor	Quantity Requested	Total Cost (Pre-Tax)	Product Link
35-6HB Negative Pages (Package of 100)	Archival quality polyethylene (PAT passed)	$24.78	Free Standard	PrintFile Archival Storage	52 packages (5200 pages)	$1,288.56	https://www.printfile.com/product/35-6hb_100/
Vue-All Archival Safe-T-Binder with 1" O-Ring (Black)	Polypropylene	$10.95	Free Standard	B&H Photo Video Audio	53 binders	$580.35	https://www.bhphotovideo.com/c/product/61870-REG/Vue_All_V200_Archival_Safe_T_Binder_With.html
					Total Cost (Pre-Tax)	$1868.91	
					Estimated Tax (7%)	$130.83	
					Total Cost	$1999.74	

Additional Funds

We are requesting an additional $4,500 in the Materials line item in the library's budget for Fiscal Year 2025-2026. We will be notified of the success of our request upon budget approval in June 2025.

Project Plan - *The Sanford Herald* Photographic Negative Collection Re-Housing

After completing a survey of *The Sanford Herald* Photographic Negative collection and organizing the canisters by year, we have been able to approximate the volume of negatives, and the resources needed to rehouse them. Negatives taken after 1993 were stored by *Herald* staff in protective pages and binders, so the focus of this project is on the canisters of negatives dated 1974 to 1993.

The collection consists of 1,124 canisters, with the vast majority containing multiple rolls of 35mm film. After processing some sample canisters, we were able to determine that each canister would require an average of 15 negative pages (holding 6 strips of 6 frames) to accommodate the negatives inside. That brings the total number of pages required to 16,860 protective negative pages, a daunting figure. Budgeting for about 110 pages in each archival negative binder, we also need approximately 150 binders.

The goal of this project is to secure enough negative pages and binders to support the re-housing of approximately 1/3 of the collection, or the years 1974 to 1980. This should allow staff and volunteer(s) the opportunity to optimize the re-housing process and time to advocate for additional funding for the project. We believe that this grant will be critical in giving staff the ability to demonstrate the feasibility and value of this process to county stakeholders, strengthening our case for the funds to complete the project.

Key Personnel

Hunter Randolph – Cataloging Library Assistant III (HR)

Laura McGinn – Cataloging Library Assistant II (LM)

Christine Deitner – UNC Greensboro MLIS Intern (CD)

Project Schedule

Task Sequence	Responsible Person(s)	Task	Target Deadline	Status
1	HR, CD	Organize collection onsite at The Sanford Herald offices. Film canisters sorted by year into temporary storage boxes. Remove negatives to climate-controlled storage.	2/14/25	Completed
2	HR, CD, LM	Working by year, begin re-housing negatives from canisters to archival negative sleeves and binders.	2/21/25	Begun
3	HR, CD, LM	1974 – Complete re-housing.	4/25/25	
4	HR, CD, LM	1975 – Complete re-housing.	6/27/25	
5	HR, LM	1976 – Complete re-housing.	8/29/25	
6	HR, LM	1977 – Complete re-housing.	10/31/25	
7	HR, LM	1978 – Complete re-housing.	12/19/25	
8	HR, LM	1979 – Complete re-housing.	2/27/26	
9	HR, LM	1980 – Complete re-housing.	4/24/26	

ITEM #: II.H

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Budget Amendment #03/03/25/14

DEPARTMENT: Finance

CONTACT PERSON: Jen Waterhouse,

TYPE: Consent Agenda

REQUEST	Approval of Budget Amendment #03/03/25/14.
BUDGET IMPACT	See below.
ATTACHMENTS	Budget Amendment Packet 03-03-25-14.pdf
PRIOR BOARD ACTION	Prior Board actions for Social Services includes budget amendments #08/19/24/02 and #11/18/24/06.
RECOMMENDATION	Approval of Budget Amendment #03/03/25/14.

SUMMARY

Senior Services- To appropriate new SHIIP revenue ($5,600) to various lines. General Government Special Revenue Fund - To appropriate unspent grant funds ($10,894) returned from Harnett County Veterans Court to eligible programs from the Office of State Budget and Management grant 20362. Courthouse Complex Capital Project Fund - To appropriate interest earnings ($29,148) for furnishings in the Main Courthouse. Social Services - To reduce budget ($64,304) for duplicate appropriation made in error. Social Services should not have been included in the budget amendment #11/18/24/06.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 03/03/25/14

DATE: March 03, 2025

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Senior Services	1100-3582-34640	SHIIP Grant	15,772	5,600	21,372
				5,600	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *REVENUE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance Appropriated	1100-3990-39900	Fund Balance Appropriated	9,335,828	64,304	9,271,524
				64,304	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Senior Services	1100-5826-43530	Advertising	9,000	500	9,500
Senior Services	1100-5826-43540	Printing	5,410	3,000	8,410
Senior Services	1100-5826-44100	Office Department Supplies	9,400	1,300	10,700
Senior Services	1100-5826-44660	Program Supplies	66,359	800	67,159
					-
		TOTAL CHANGES		5,600	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Social Services	1100-5313-47412	Kinship Placement	103,184	64,304	38,880
					-
		TOTAL CHANGES		64,304	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
HS Non-Profit	2117-5815-48360	Salvation Army	-	1,770	1,770
HS Non-Profit	2117-5815-48330	Helping Hand Clinic	-	1,394	1,394
HS Non-Profit	2117-5815-48384	Lee County Veterans Council	-	1,503	1,503
HS Non-Profit	2117-5815-48340	Boys & Girls Club	100,000	5,000	105,000
		TOTAL CHANGES		9,667	

SECTION VI. THE FOLLOWING GENERAL GOVERNMENT STATE REVENUE FUND (2117) *EXPENSE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Government Services	2117-5815-48389	NONRECURRING STATE GRANT	10,894	9,667	1,227
					-
		TOTAL CHANGES		9,667	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Investment Earnings	4836-3920-38100	Investement Earnings	444,352	29,148	473,500
		TOTAL CHANGES		29,148	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Projects	4836-8100-46430	Furnishings	39,121	29,148	68,269
		TOTAL CHANGES		29,148	

KIRK SMITH, CHAIR

HAILEY HALL, CLERK TO THE BOARD

ITEM #: II.I

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Lee County Athletic Park Water Meter Purchase and Installation

DEPARTMENT: Finance

CONTACT PERSON: Candace Iceman, Finance Director

TYPE: Consent Agenda

REQUEST	Review and approve the purchase and installation of 5 water meters for the Lee County Athletic Park in the amount of $63,320.57.
BUDGET IMPACT	The cost ($63,320.57) will be covered by the capital project debt proceeds associated with project.
ATTACHMENTS	4839-LCAP water meter cost.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Review and approve the purchase and installation of 5 water meters for the Lee County Athletic Park in the amount of $63,320.57.

SUMMARY

As a part of the water system design for the Lee County Athletic Park that has been approved by TriRiver, three 2" meters and two 2" irrigation meters are included and necessary for the operation and maintenance of the park. The total cost for the meter sets (x5 meters) and system development fees for water and sewer service to support the entire park is $63,320.57. The cost includes equipment, installation, and system development fees charged by TriRiver (see attached cost summary).

suspicious emails, please use the Phish Alert Report Button to submit for review. Thank you!

Hi Marc. Please see the chart below for a breakdown of the meter sets and System Development fees. The grand total for all 4 meters will be **$63,320.57**. If you have an questions please feel free to reach out to me.

	Meter Set	**Water System Dev. Fee**	**Sewer System Dev. Fee**	**Total**
2" Irrigation Meter	$714	$6,116.08	N/A	$6,830.08
2" Irrigation Meter	$714	$6,116.08	N/A	$6,830.08
2" Meter	$714	$6,116.08	$9,723.39	$16,553.47
2" Meter	$714	$6,116.08	$9,723.39	$16,553.47
2" Meter	$714	$6,116.08	$9,723.39	$16,553.47
			$63,320.57	

Thanks,
Amanda

Amanda Scott

Engineering Administrative Assistant II

City of Sanford | TriRiver Water

PO Box 3729

225 E. Weatherspoon St.

Sanford, NC 27331-3729

919-777-1122 (Phone)

919-774-8179 (fax)

amanda.scott@tririverwater.com

ITEM #: II.J

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-Term Residential Contract Sites, Transitional Living Programs, Medical/Mental Health Crisis Unit Capacity Increase and NC Secure All Firearms Effectively Campaign

DEPARTMENT: Administration

CONTACT PERSON: Hailey Hall,

TYPE: Action Item

REQUEST	Consider approving the Juvenile Crime Prevention Council's request to adopt a Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-Term Residential Contract Sites, Transitional Living Programs, Medical/Mental Health Crisis Unit Capacity Increase and NC Secure All Firearms Effectively Campaign.
BUDGET IMPACT	N/A
ATTACHMENTS	JCPC Resolution Request for Increased Funding_3-3-25.pdf

PRIOR BOARD ACTION	The Board approved a Resolution Supporting Compression Increases for NC Division of Juvenile Justice & Delinquency Prevention Detention, Youth Development Center, and Court Services Staff on April 3, 2023.
RECOMMENDATION	Approve the Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-Term Residential Contract Sites, Transitional Living Programs, Medical/Mental Health Crisis Unit Capacity Increase and NC Secure All Firearms Effectively Campaign.

SUMMARY

The County received a request from Crystal Bennett, Juvenile Crime Prevention Council (JCPC) Central Area Consultant, to place this resolution on the Board's Consent Agenda after the County JCPC Board approved the resolution on February 19, 2025.

LEE COUNTY
BOARD OF COMMISSIONERS

RESOLUTION SUPPORTING NC DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION LEGISLATIVE REQUESTS FOR INCREASED RECURRING FUNDING FOR JUVENILE CRIME PREVENTION COUNCILS, COMMUNITY PROGRAMS, JUVENILE CRISIS AND ASSESSMENT CENTERS, SHORT-TERM RESIDENTIAL CONTRACT SITES, TRANSITIONAL LIVING PROGRAMS, MEDICAL/MENTAL HEALTH CRISIS UNIT CAPACITY INCREASE, and NC SECURE ALL FIREARMS EFFECTIVELY CAMPAIGN

WHEREAS, the North Carolina Division of Juvenile Justice and Delinquency Prevention (NCDJJDP) provides a service array of intervention/prevention programming; clinical and crisis intervention services; residential and transitional living programs; juvenile court and community supervision services; and short and long term facility confinement services that impact Lee County youth and families; and

WHEREAS, the NCDJJDP provides community supervision and case management services through Juvenile Court Services that includes referrals to evidence-based local delinquency intervention and prevention programs to reduce recidivism; and

WHEREAS, the overarching mission of NCDJJDP and the local Juvenile Crime Prevention Council (JCPC) is to provide diversion programming to ensure the protection of the community and rehabilitation of youth offenders in the least restrictive, most age appropriate way possible; and

WHEREAS, Lee County has a vested interest in ensuring that juveniles receive access to community-based intervention and prevention programs as a first response to (1.) prevent Juvenile Justice system involvement or interrupt Justice system trajectory once involved and (2.) reduce costs incurred by the County to house youth in a secure detention facility; and

WHEREAS, JCPC-funded government and non-profit sectors are experiencing inflation that has outgrown existing legislative JCPC allocations, preventing the County from funding a robust service array of delinquency intervention and prevention services to supplement the County's public safety initiatives; and

WHEREAS, NCDJJDP and the County have enjoyed a decades-long partnership and see the value of ensuring that youth and families have access to supportive services provided by JCPC-funded intervention and prevention programs and other programmatic responses in the NCDJJDP service array that directly impact Lee County youth and families; and

WHEREAS, the Lee County Government and the JCPC sub-committee have been good stewards of legislative dollars by funding impactful evidence-based intervention and prevention programs; and

WHEREAS, North Carolina is experiencing a rise in gun violence among juveniles, with firearms being the leading cause of death among the juvenile population;

NOW, THEREFORE, BE IT RESOLVED, that Lee County Commissioners support the adequate and timely requests for reoccurring funds for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-term Residential Contract Sites, Transitional Living Programs, and Medical/Mental Health Crisis Unit Capacity Increase, and NC SAFE Campaign that will ensure the immediate and ongoing protection of the community and strengthen rehabilitative services for those juveniles most in need.

Adopted this _____ day of _____, 2025.

_____
Kirk Smith, Chairman
Lee County Board of Commissioners

_____
Hailey Hall, Clerk
Lee County Board of Commissioners

ITEM #: II.K

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Interlocal Detention Center Agreement with Randolph County

DEPARTMENT: Administration

CONTACT PERSON: Jennifer Gamble, Assistant County Manager

TYPE: Consent Agenda

REQUEST	Approve Interlocal Detention Center Agreement with Randolph County for the relocation of inmates from the Lee County Jail during the course of scheduled construction for wastepipe replacement and authorize the chairman to sign the agreement upon approval.
BUDGET IMPACT	$100 per day per inmate for relocation of up to 40 inmates
ATTACHMENTS	Final Lee County Inmate Agreement 2.28.25.pdf
PRIOR BOARD ACTION	Approved wastepipe replacement at the Lee County Courthouse/Jail around cell pods "C" and "D" at the February 3, 2025 meeting.
RECOMMENDATION	Approve Interlocal Detention Center Agreement with Randolph County for the relocation of inmates from the Lee County Jail during the course of scheduled construction for wastepipe replacement and authorize the Chairman to sign the agreement upon approval.

SUMMARY

Due to the condition and multiple and ongoing ruptures in the wastepipe, it is necessary to proceed with immediate replacement. The current project focuses on the replacement of wastepipe around Cell Blocks "C" and "D" in the jail. To undertake this project, it is necessary

to relocate a portion of the inmates that will be impacted. The work in these areas will not take place concurrently, thus once the work is complete in one cell block, the remaining inmates will be shifted between blocks as the work is completed. The Sheriff's Office is recommending an arrangement with the Randolph County Detention Center for the relocation of up to 40 inmates at $100 per day per inmate. Although the specifications with the contractor intends to limit the work requiring the relocation to 60 days, due to logistics of moving inmates and the possibility that there may be unforeseeable conditions as the work is undertaken, it is likely the relocation will extend beyond the 60 days. A contract for the relocation is currently being negotiated between Lee County and Randolph County and will be provided to the Board as soon as it becomes available either prior to or no later than the meeting on March 3rd. The contractor has been issued a notice to proceed with the replacement work beginning on March 10th, thus time is of the essence in proceeding with the approval of this relocation arrangement.

RANDOLPH COUNTY SHERIFF'S OFFICE
SHERIFF GREGORY J. SEABOLT
727 McDowell Road
Asheboro, North Carolina 27205
Phone: 336.318.6699 Fax: 336.318.6618

Interlocal Detention Center Agreement

This Interlocal Detention Center Agreement ("Agreement") is entered into effective March 3, 2025, by and between **Lee County**, **North Carolina**, a political subdivision of the state of North Carolina, with its principal place of business at 106 Hillcrest Dr, Sanford, NC 27330 (Lee County") and **Randolph County**, **North Carolina** a political subdivision of the state of North Carolina, with its principal place of business at 725 McDowell Road, Asheboro, NC 27205 ("Randolph County").

Whereas, Lee County has a need to alleviate jail overcrowding, which would require a reduction of the inmate population; and

Whereas, Randolph County is not currently experiencing overcrowding of its inmate detention facilities and on occasion, has space available to house additional inmates; and

Whereas, Lee County has requested that Randolph County consider housing certain Lee County inmates and Randolph County has agreed to do so, all in accordance with the terms and conditions of this Agreement, and

Whereas, this Agreement is authorized pursuant to North Carolina General Statute Chapter 160A-460 et.seq.

Now therefore, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Housing Facilities**. Randolph County will provide inmate detention facilities for certain Lee County detainees and prisoners (hereafter, "Inmate(s)") in Randolph County's Detention Center ("Center") located at 811 New Century Dr, Asheboro, N.C. that houses the inmates detained for pre-trial and sentenced inmates confined to Randolph County. Randolph County will provide the same standard of care with regard to surveillance, security, and protection of inmates as is afforded Randolph County detainees and prisoners.

2. **Overcrowding of Center**. In the event the Center reaches maximum capacity, Randolph County shall not be required to accept any Inmates until such time as the Center has enough available space to accept additional inmates. Randolph County can require Lee County to pick up Inmates housed in the Center at any time due to space issues, giving Lee County at least twenty-four hours prior notice to make arrangements for pickup. The Detention Center presently has 422 beds available for use, although due to classification of inmates, the actual number is slightly lower.

RANDOLPH COUNTY SHERIFF'S OFFICE
SHERIFF GREGORY J. SEABOLT
727 McDowell Road
Asheboro, North Carolina 27205
Phone: 336.318.6699 Fax: 336.318.6618

3. **Expenses.** As reimbursement of general room and board expenses, Lee County agrees to pay Randolph County the sum of one hundred dollars ($100.00) per day per Lee County inmate housed in the Center. The Parties agree that the number of inmates to be housed in Randolph County shall not exceed 40 inmates per day.

In addition to room and board expenses, Lee County will reimburse Randolph County for the cost of ordinary and extraordinary medical costs and expenses attributable to any Inmate, and must notify Lee County within twenty-four hours of an inmate seeking medical care, including without limitation the following:

a. Medical care provided to any inmate as a result of hospitalization.

b. Ordinary expenses for Inmate medical care including all expenses for any illnesses as an outpatient or inpatient of the Center Infirmary.

c. The cost of replacing eyeglasses and dental prosthetic devices. Replacement will be made only if the inmate was using the damaged or lost eyeglasses or dental device at the time of commitment to the center, the eyeglasses or dental devices broken or lost while the inmate is incarcerated at the Center, and only upon prior approval of Randolph County.

d. The cost of any other out-of-pocket expense that is incurred by Randolph County due to the presence of a Lee County inmate.

4. **Limitation On Number of Inmates.** Regardless of the availability of space, Lee County shall be permitted to house no more than forty (40) male inmates in the Center at any given time.

5. **Restrictions on Inmates Offenses/Medical Condition.** Inmates housed in the Center must be serving misdemeanor, civil sentences, pretrial, or sentenced confinement or be awaiting trial for misdemeanor or felony charges. In addition, Lee County will not transport any Inmate to the Center who has a known serious medical condition. Each inmate shall have a medical clearance form stating that they have been cleared medically by the medical staff of the Lee County Detention Center prior to their arrival to the Center. Inmates transported from Lee County Detention Center shall not exhibit any signs of COVID 19.

6. **Inpatient Medical Care of Inmates.** In the event a Lee County inmate requires inpatient medical care extending beyond initial diagnosis, Lee County shall be responsible for providing security for said inmate.

RANDOLPH COUNTY SHERIFF'S OFFICE
SHERIFF GREGORY J. SEABOLT
727 McDowell Road
Asheboro, North Carolina 27205
Phone: 336.318.6699 Fax: 336.318.6618

7. **Transportation of Inmates.** The Lee County Sheriff's Office shall be responsible for transporting any Lee County inmate to and from the Center. The Lee County Sheriff's Office will transport the inmates in groups of 10 at a time, beginning March 3, 2025 and March 4, 2025. If inmates' have changed prior to that time, a new revised list will be provided to the Randolph County Sheriff.

8. **Payment Terms.** Randolph County shall invoice Lee County monthly for all costs and expenses attributable to the Inmates by the fifteenth (15th) day of each month. Lee County shall pay such invoice by the last day of each month.

9. **Removal of Disruptive Inmates.** The Randolph County Sheriff's Office reserves the right to terminate the housing of any Inmate who, in the sole discretion of the Randolph County Sheriff, is disruptive or becomes such a disciplinary problem as to interfere with the orderly operation of the Center. Upon notification by the Randolph County Sheriff's Office, the Lee County Sheriff's Office will pick up the disruptive Inmate immediately.

10. **Term of Agreement.** The initial term of this Agreement shall be from March 3, 2025, through midnight, December 1, 2025. This Agreement may be renewed at the expiration of this agreement, by mutual written agreement of the parties hereto. However, in the event either party hereto deems it necessary to terminate this Agreement for whatever reason, this Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party at the address set forth in this Agreement.

11. **Amendments and Modifications.** This Agreement may only be modified in writing, signed by the parties hereto. However, Randolph County and Lee County agree that the Sheriff's Office of both counties may attach exhibits or supplements to this Agreement pertaining solely to specific procedures for the transport, acceptance and discharge of Inmates, provided the terms of such supplements or exhibits are not in contradiction to the terms and conditions of this Agreement.

12. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not deemed to be a controlling part of this Agreement.

The remainder of this page intentionally left blank.

RANDOLPH COUNTY SHERIFF'S OFFICE
SHERIFF GREGORY J. SEABOLT
727 McDowell Road
Asheboro, North Carolina 27205
Phone: 336.318.6699 Fax: 336.318.6618

In Witness hereof, the parties hereto have executed this Agreement in duplicate originals, effective the date set forth above.

Randolph County, North Carolina

Read and Agreed to:

Randolph County Sheriff's Office

_____
Gregory Seabolt, Randolph County Sheriff

_____
Zeb Holden, Randolph County Manager

Lee County, North Carolina

Read and Agreed to:

Lee County Sheriff's Office

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

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

_____
Finance Officer, Lee County

ITEM #: II.L

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Add On Item- Lee County Athletic Park - Security and Access Control Updated Proposal

DEPARTMENT: General Services

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve the updated proposals submitted by Central Security and authorize the Chair to sign the agreement.Â Â
BUDGET IMPACT	Overall project budget carried an estimated line item of $225,000 to cover security cameras, gate, and badge readers for the site. Central Security had submitted proposals for a total cost of $130,832.96 and the Board approved that cost at its February 3, 2025 meeting. The update proposals will increase the total amount to $132,437.96.
ATTACHMENTS	Access Parks and Rec Sports Complex-Proposal.pdf Parks and Rec Sports Complex-Proposal.pdf Central Security Systems 2025 Athletic Park-Not Fully Executed.pdf
PRIOR BOARD ACTION	A Bond Referendum was approved by voters in November 2020 and the Board approved the Capital Project Budget Ordinance on January 4, 2021. The Board originally approved the proposals in the amount of $130,832.96 at its February 3, 2025 meeting.

RECOMMENDATION	Approve the updated proposals submitted by Central Security and authorize the Chair to sign the agreement.

SUMMARY

Lee County issued a Notice to Proceed to Sanford Contractors to begin construction work at the Lee County Athletic Park on November 9, 2023. Work continues today and in accordance with the original schedule. Central Security has been selected as a vendor to allow continuity of vendors over the Parks and Recreation facilities. The Board approved proposals for security cameras, gate, and badge readers from Central Security at its February 3, 2025 meeting; however, Central Security discovered additional labor hours needed and has asked the Board to approve the new total amount of $132,832.96, a $2,000 increase.

PROPOSAL

Access Parks and Rec Sports Complex

LEE COUNTY

Revision: 0
Modified: 1/9/2025



Presented By:

Central Security Systems

370 NW Broad St
Southern Pines, NC 28387 United States
910-692-2871
www.centralsecuritync.com

Central Security Systems Inc.

		Gate
1	**Altronix SMP3** ALTRONIX 6/12/24 VDC POWER SUPPLY	$48.62
1	**Connectors Plus Inc VIS-LRPOE4-2A** 4 Port PoE Switch w 2X Gigabit Combo Port	$98.33
1	**ELK Products ELK-TRG1640** AC Transformer Plug-In 16.5VAC, 45VA	$23.50
1	**Farpointe Data P-640-H-A** Patagonia Proximity Reader with Keypad	$291.67
1	**Galaxy Control Systems 20-0235-10** 635 DUAL READER MODULE (DRM)	$625.00
1	**Galaxy Control Systems 20-0635-50** 635 CENTRAL PROCESSING UNIT (CPU)	$575.00
1	**Misc Access**	$250.00
1	**Misc EN4SD16168GL** Steel nema enclosure	$416.67
1	**Misc EP1616** Internal panel for nema enclosure	$141.67
1	**Misc GOOSENECK** Pad mount gooseneck	$148.33
1	**UBIQUITI LAP-120-US** Nano Bridge 5GHz 120 Degree	$92.37
1	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$215.83
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
50	**Wire 18/6 STRANDED** 18/6 STRANDED	$26.50
Gate Total		**$3,098.49**

* Price Includes Accessories

Whole Project

4	**Altronix AL400ULX** POWER SUPPLY, LOCK POWER	$1,139.88
24	**ELK Products ELK-1280** Battery, 12V/8AH	$917.40
2	**Galaxy Control Systems 90-0600-70/8CUP** SG Corporate 8 Reader Upgrade (System Key Required)	$1,833.34
1	**Misc Hardware, Conduit, Etc.**	$500.00
1	**Windy City Wire Access Cable Box, non-plenum**	$1,500.00
1	**Wire CAT 5e Box** CAT 5e Box	$300.00

Whole Project Total **$6,190.62**

Small pavillion x2

4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
2	**Galaxy Control Systems 92-0603-30** Two Door Controller Only	$2,250.00
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00

Small pavillion x2 Total **$5,060.00**

* Price Includes Accessories

Large Pavillion x2

4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
2	**Galaxy Control Systems 92-0603-30** Two Door Controller Only	$2,250.00
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00

Large Pavillion x2 Total **$5,060.00**

Shop

4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
1	**Galaxy Control Systems 635pack4**	$1,791.67
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00

Shop Total **$4,601.67**

Project Subtotal: **$24,010.78**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$24,010.78
Labor:	$12,000.00
Sales Tax:	$2,520.75
Grand Total:	**$38,531.53**

Client: **Date**

Contractor: **Central Security Systems**
SP.FA/LV.17619 & 661-CSA

Date

PROPOSAL

Parks and Rec Sports Complex

LEE COUNTY

Revision: 0
Modified: 1/9/2025



Presented By:

Central Security Systems

370 NW Broad St
Southern Pines, NC 28387 United States
910-692-2871
www.centralsecuritync.com

Central Security Systems Inc.

Parking lot C

	Camera System	
2	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$93.60
2	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$1,956.70
2	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$150.00
2	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$431.66
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$2,776.96**

Parking lot C Total	**$2,776.96**

Gate

	Camera System	
1	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$75.00
1	**Digital Watchdog DWC-PV20WMW** Wall mount bracket for muti-sensor vari-focal dome cameras	$75.00
1	**Digital Watchdog DW-PVX20WATW** 20MP PANORAMIC VANDAL DOME	$2,718.30
	Camera System Total	**$2,868.30**

Gate Total	**$2,868.30**

* Price Includes Accessories

Whole Project

Camera System		
1	**Misc Hardware, Conduit, Etc.**	$500.00
1	**Misc LIFT** Lift	$1,666.67
1000	**Wire CAT 5 DIR BURIEL** CAT 5 DIRECT BURIAL *Per foot	$430.00
3	**Wire CAT 5e Box** CAT 5e Box	$900.00
	Camera System Total	**$3,496.67**
Whole Project Total		**$3,496.67**

Server

Camera System		
1	**Digital Watchdog DW-BJP2U100T**	$16,006.98
26	**Digital Watchdog DW-LIC** Camera License Singile	$3,353.22
	Camera System Total	**$19,360.20**
Server Total		**$19,360.20**

* Price Includes Accessories

Small pavillion x2

	Camera System	
8	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$374.40
8	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$7,826.80
2	**Digital Watchdog DWC-MT95Wi28T** Weatherproof Turret, 5 Megapixel	$709.26
2	**Digital Watchdog DWC-MTTWM** Wall Mount For Mtt Cameras	$80.00
	Camera System Total	**$8,990.46**

Small pavillion x2 Total **$8,990.46**

Large Pavillion x2

	Camera System	
8	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$374.40
8	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$7,826.80
2	**Digital Watchdog DWC-MT95Wi28T** Weatherproof Turret, 5 Megapixel	$709.26
2	**Digital Watchdog DWC-MTTWM** Wall Mount For Mtt Cameras	$66.66
	Camera System Total	**$8,977.12**

Large Pavillion x2 Total **$8,977.12**

* Price Includes Accessories

Parking Lot B

	Camera System	
3	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$140.40
3	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$2,935.05
3	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$225.00
3	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$647.49
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$4,092.94**

Parking Lot B Total	**$4,092.94**

Shop

	Camera System	
4	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$187.20
4	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$3,913.40
2	**Digital Watchdog DWC-PVF9Di2TW** Vandal Dome, Star-Light Plus, 9 Megapixel, 360 degree camera	$2,262.70
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$6,508.30**

Shop Total	**$6,508.30**

* Price Includes Accessories

	Camera System	
2	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$93.60
2	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$1,956.70
2	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$150.00
2	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$431.66
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$2,776.96**
	Parking lot A Total	**$2,776.96**

* Price Includes Accessories

Camera System		
3	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$140.40
3	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$2,935.05
3	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$225.00
3	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$647.49
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$4,092.94**
P{arking Lot D Total		**$4,092.94**
Project Subtotal:		**$63,940.85**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$63,940.85
Labor:	$24,000.00
Sales Tax:	$5,965.58
Grand Total:	**$93,906.43**

Client: **Date**

Contractor: **Central Security Systems**
SP.FA/LV.17619 & 661-CSA

Date

STATE OF NORTH CAROLINA **CONTRACT**

COUNTY OF LEE

This Contract is entered into the 26 day of February, 2025, between the County of Lee, a political subdivision of the State of North Carolina (the "County"), and Central Security Systems Inc. (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services, parts and fully functional installation ("Services") pursuant to the proposals attached in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from date of execution and all installation of the fully functional system shall occur prior to June 1, 2025 unless otherwise agreed to in writing by both Parties. If installation does not occur prior to the agreed upon installation date, liquidated damages in the amount of $250.00 will accrue for each day beyond June 1, 2025.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **$132,437.96** as full compensation for the provision of services as provided herein unless a change order is in place and approved by both parties prior to Contractor expending any funds. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. Payment will not exceed $132,437.96 without further written agreement by both Parties.

4. INSTALLMENT DATE

The contractor agrees that all parts, services and fully functional installation shall be completed by June 1, 2025. This is a material term of the contract. Any non-functional parts shall be replaced within 30 days of notification by the County. Any warranty on the devices purchased by the County must be provided to the County by the June 1, 2025 installment date.

5. CARE OF FACILITIES

The contractor agrees to use reasonable care in the installation of the parts and services and shall be solely and fully responsible for repairing or replacing any area or property owned by the County that is damaged by the conduct or work of the contractor or its employees.

6. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

7. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	$1,000,000.00 per occurrence
Property Damage	$100,000.00 per occurrence
Bodily Injury/Property Damage	$1,000,000.00 combined single limit per occurrence
Network Security & Privacy Liability (cyber)	$1,0000,000 per claims made

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees,

or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

9. E-Verify

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

10. Iran Divestment Act

The Contractor certifies that: (i) 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"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

11. Divestment from Companies Boycotting Israel Act

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

12. 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 the 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.

13. GOVERNMENT OPERATIONS

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 General Statute S.L. 2023-134. Contractor acknowledges Lee County has no control over the Commission and its activities.

14. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Lee and the State of North Carolina.

15. Termination of Agreement

This Contract may be terminated, without cause, by the County upon thirty (30) days written notice. This termination notice period will begin upon receipt of the notice of termination.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

16. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

17. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

18. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF LEE:
County Manager
408 Summit Drive
Sanford, NC 27330

CONTRACTOR:
Central Security Systems; Attn: Jason Harpster
370 NW Broad St Southern Pines, NC 28387

19. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

20. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

21. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

22. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

23. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Entire Agreement

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

25. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

26. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF LEE

\s4_____

CONTRACTOR

\s2 _____

PREAUDIT CERTIFICATE

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

\s3_____

Finance Officer

PROPOSAL

Parks and Rec Sports Complex

LEE COUNTY

Revision: 0
Modified: 1/9/2025



Presented By:

Central Security Systems

370 NW Broad St
Southern Pines, NC 28387 United States
910-692-2871
www.centralsecuritync.com

Central Security Systems Inc.

Parking lot C

Camera System		
2	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$93.60
2	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$1,956.70
2	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$150.00
2	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$431.66
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$2,776.96**
Parking lot C Total		**$2,776.96**

Gate

Camera System		
1	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$75.00
1	**Digital Watchdog DWC-PV20WMW** Wall mount bracket for muti-sensor vari-focal dome cameras	$75.00
1	**Digital Watchdog DW-PVX20WATW** 20MP PANORAMIC VANDAL DOME	$2,718.30
	Camera System Total	**$2,868.30**
Gate Total		**$2,868.30**

* Price Includes Accessories

Whole Project

Camera System		
1	**Misc Hardware, Conduit, Etc.**	$500.00
1	**Misc LIFT** Lift	$1,666.67
1000	**Wire CAT 5 DIR BURIEL** CAT 5 DIRECT BURIAL *Per foot	$430.00
3	**Wire CAT 5e Box** CAT 5e Box	$900.00
	Camera System Total	**$3,496.67**
Whole Project Total		**$3,496.67**

Server

Camera System		
1	**Digital Watchdog DW-BJP2U100T**	$16,006.98
26	**Digital Watchdog DW-LIC** Camera License Singile	$3,353.22
	Camera System Total	**$19,360.20**
Server Total		**$19,360.20**

* Price Includes Accessories

Small pavillion x2

Camera System		
8	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$374.40
8	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$7,826.80
2	**Digital Watchdog DWC-MT95Wi28T** Weatherproof Turret, 5 Megapixel	$709.26
2	**Digital Watchdog DWC-MTTWM** Wall Mount For Mtt Cameras	$80.00
	Camera System Total	**$8,990.46**

Small pavillion x2 Total **$8,990.46**

Large Pavillion x2

Camera System		
8	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$374.40
8	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$7,826.80
2	**Digital Watchdog DWC-MT95Wi28T** Weatherproof Turret, 5 Megapixel	$709.26
2	**Digital Watchdog DWC-MTTWM** Wall Mount For Mtt Cameras	$66.66
	Camera System Total	**$8,977.12**

Large Pavillion x2 Total **$8,977.12**

* Price Includes Accessories

Parking Lot B

Camera System		
3	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$140.40
3	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$2,935.05
3	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$225.00
3	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$647.49
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$4,092.94**
Parking Lot B Total		**$4,092.94**

Shop

Camera System		
4	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$187.20
4	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$3,913.40
2	**Digital Watchdog DWC-PVF9Di2TW** Vandal Dome, Star-Light Plus, 9 Megapixel, 360 degree camera	$2,262.70
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$6,508.30**
Shop Total		**$6,508.30**

* Price Includes Accessories

	Camera System	
2	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$93.60
2	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$1,956.70
2	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$150.00
2	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$431.66
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$2,776.96**
	Parking lot A Total	**$2,776.96**

* Price Includes Accessories

Camera System		
3	**Digital Watchdog DWC-BLJUNC** Junction Box For B1, B2 Bullet Camera	$140.40
3	**Digital Watchdog DWC-MBW8WI2TW** 8MP ultra-wide view single-sensor IP bullet camera with IVA	$2,935.05
3	**Digital Watchdog DWC-PMB-WLW** Pole mount bracket for bullets and dome cameras	$225.00
3	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$647.49
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
	Camera System Total	**$4,092.94**
P{arking Lot D Total		**$4,092.94**
Project Subtotal:		**$63,940.85**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$63,940.85
Labor:	$24,000.00
Sales Tax:	$5,965.58
Grand Total:	**$93,906.43**

Client: **Date**

Contractor: **Central Security Systems** **Date**
SP.FA/LV.17619 & 661-CSA

PROPOSAL

Access Parks and Rec Sports Complex

LEE COUNTY

Revision: 0
Modified: 1/9/2025



Presented By:

Central Security Systems

370 NW Broad St
Southern Pines, NC 28387 United States
910-692-2871
www.centralsecuritync.com

Central Security Systems Inc.

		Gate
1	**Altronix SMP3** ALTRONIX 6/12/24 VDC POWER SUPPLY	$48.62
1	**Connectors Plus Inc VIS-LRPOE4-2A** 4 Port PoE Switch w 2X Gigabit Combo Port	$98.33
1	**ELK Products ELK-TRG1640** AC Transformer Plug-In 16.5VAC, 45VA	$23.50
1	**Farpointe Data P-640-H-A** Patagonia Proximity Reader with Keypad	$291.67
1	**Galaxy Control Systems 20-0235-10** 635 DUAL READER MODULE (DRM)	$625.00
1	**Galaxy Control Systems 20-0635-50** 635 CENTRAL PROCESSING UNIT (CPU)	$575.00
1	**Misc Access**	$250.00
1	**Misc EN4SD16168GL** Steel nema enclosure	$416.67
1	**Misc EP1616** Internal panel for nema enclosure	$141.67
1	**Misc GOOSENECK** Pad mount gooseneck	$148.33
1	**UBIQUITI LAP-120-US** Nano Bridge 5GHz 120 Degree	$92.37
1	**UBIQUITI NBE-5AC-GEN2** airMAX NanoBeam AC 5 GHz Bridge Locations: Point to point for barn camera	$215.83
1	**UBIQUITI Ubiquiti LBE-5AC-GEN2-US LiteBeam**	$145.00
50	**Wire 18/6 STRANDED** 18/6 STRANDED	$26.50
Gate Total		**$3,098.49**

* Price Includes Accessories

Whole Project

4	**Altronix AL400ULX** POWER SUPPLY, LOCK POWER	$1,139.88
24	**ELK Products ELK-1280** Battery, 12V/8AH	$917.40
2	**Galaxy Control Systems 90-0600-70/8CUP** SG Corporate 8 Reader Upgrade (System Key Required)	$1,833.34
1	**Misc Hardware, Conduit, Etc.**	$500.00
1	**Windy City Wire Access Cable Box, non-plenum**	$1,500.00
1	**Wire CAT 5e Box** CAT 5e Box	$300.00

Whole Project Total **$6,190.62**

Small pavillion x2

4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
2	**Galaxy Control Systems 92-0603-30** Two Door Controller Only	$2,250.00
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00

Small pavillion x2 Total **$5,060.00**

* Price Includes Accessories

	Large Pavillion x2	
4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
2	**Galaxy Control Systems 92-0603-30** Two Door Controller Only	$2,250.00
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00
	Large Pavillion x2 Total	**$5,060.00**
	Shop	
4	**Farpointe Data P-500-H-A** Proximity Reader	$610.00
1	**Galaxy Control Systems 635pack4**	$1,791.67
4	**HES 1500C-630** 1500C STRIKE KIT 12/24VDC STAINLESS	$2,200.00
	Shop Total	**$4,601.67**
	Project Subtotal:	**$24,010.78**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$24,010.78
Labor:	$12,000.00
Sales Tax:	$2,520.75
Grand Total:	**$38,531.53**

Client: **Date**

Contractor: **Central Security Systems**
SP.FA/LV.17619 & 661-CSA

Date

ITEM #: V.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund

DEPARTMENT: Cooperative Extension

CONTACT PERSON: Bill Stone,

TYPE: Action Item

REQUEST	The purpose of this Conservation Easement Policy is to establish a procedure for landowners seeking Lee County involvement in their conservation easement, either financially or as a party. We are also requesting the establishment of an Agricultural Development and Farmland Preservation Program Fund that is referenced in the policy and the funding of said fund The Soil and Water Board, Agricultural Advisory Board, and Working Lands Protection Committee have reviewed this policy and are supportive of the recommendation to the Board of Commissioners.
BUDGET IMPACT	Requesting $340,610 from fund balance. This amount reflects the rollback taxes received in FY 23 and FY 24. In future years, rollback taxes received due to property coming out of Present Use Value deferment would be transferred from fund balance to the Agricultural Development and Farmland Preservation Program Fund after the County's audit is completed each year.
ATTACHMENTS	Conservation Easement PPT 2-17.pdf Conservation Easement Policy - 2.11.25.pdf

PRIOR BOARD ACTION	At the 2/17/25 meeting, the Board heard a presentation from County Extension Director, Bill Stone, outlining the proposed Conservation Easement Policy and requesting the establishment of an Agricultural Development and Farmland Preservation Program Fund.
RECOMMENDATION	Requesting that the Board consider approval of the new conservation easement policy and the establishment and funding of an Agricultural Development and Farmland Preservation Fund.

SUMMARY

Conservation easement programs offer landowners a voluntary way to protect their land while potentially receiving financial and tax benefits. Conservation easements are a legal agreement between a landowner and a qualified organization (like a land trust or government agency) that permanently limits the future use of the land to protect its conservation values. See PowerPoint presentation for more explanation about the benefits. The Conservation Easement Policy that is before you for consideration proposes the establishment of an Agricultural Development and Farmland Preservation Program to handle the financial aspect of the policy. To establish the fund, it is proposed to take the rollback taxes that came from land coming out of Present Use Value (PUV) received in FY 23 ($272,837) and in FY 24 ($67,773) from fund balance. In future years, the rollback taxes would be transferred from fund balance after the Board's approval following the completion of the County's audit.

Conservation Easement Policy Overview



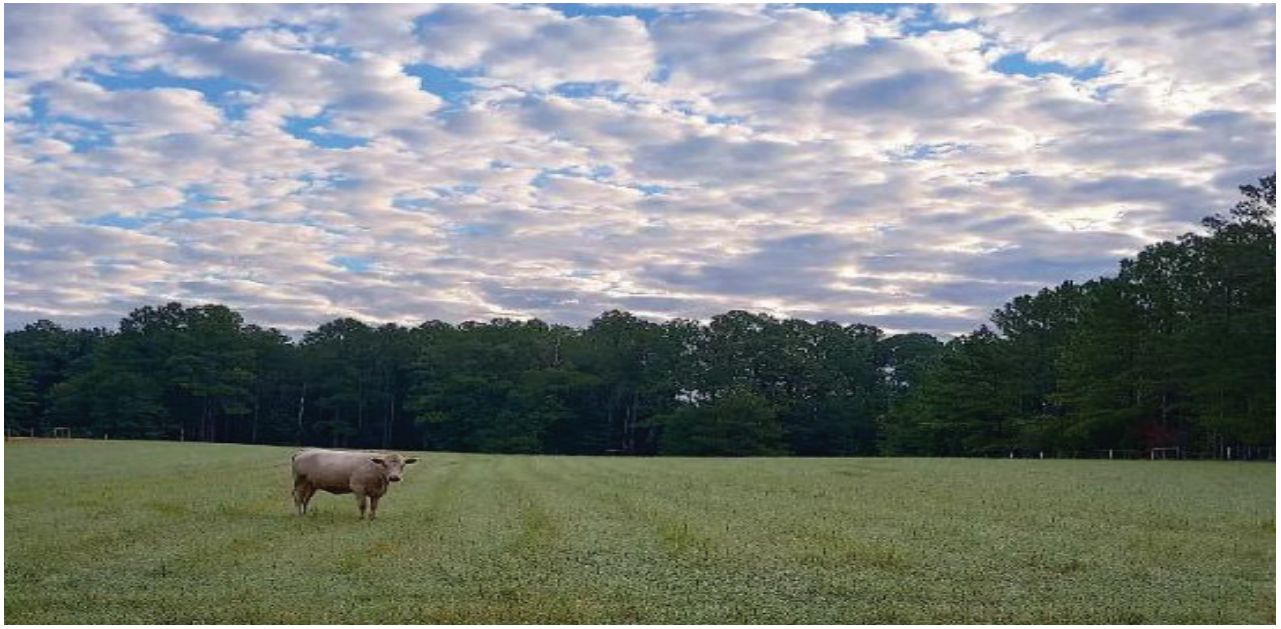
What is a Conservation Easement?

Conservation easements offer landowners a voluntary way to protect their land while potentially receiving financial and tax benefits. Conservation easements are a legal agreement between a landowner and a qualified organization (like a land trust or government agency) that permanently limits the future use of the land to protect its conservation values. Landowners retain ownership but give up certain development rights and easement agreements can be tailored to the specific property and conservation goals of the landowner

Benefits of a Lee County Conservation Easement Policy

- Easements can help reduce development pressure on County resources and infrastructure
- Provide a valuable asset and tool for County land use planning
- Can foster meaningful partnerships between the County, landowners, and conservation organizations
- Help establish a standard procedure for landowners seeking financial support for a conservation easement project through the County

Using Rollback Taxes from Land Coming out of Present Use Value (PUV) for Conservation Easement Projects



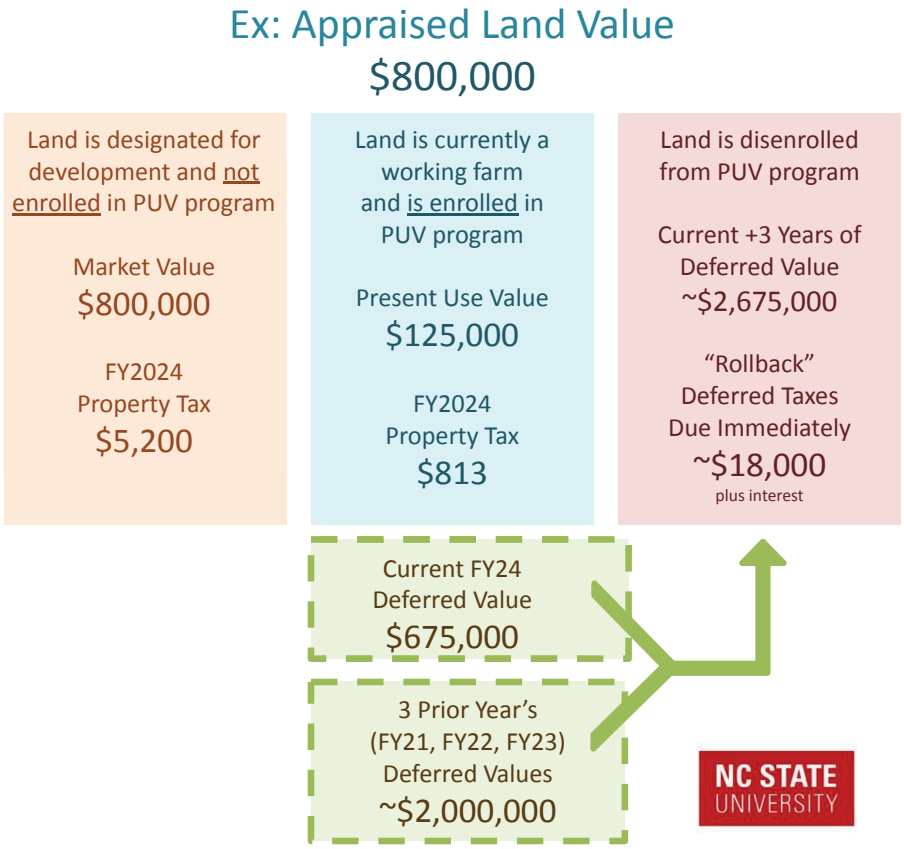
Proposed Funding Source for Conservation Easements:
Allocation of PUV Rollback Tax Dollars

What is PUV?

Property that qualifies for present-use value classification or PUV, is appraised at its present-use value, rather than its market value.

Present-use value is usually much less than market value and qualifying tracts are appraised at this lower value. The tax office also establishes a market value for the land, and the difference between the market value and the present-use value is maintained in the tax assessment records as deferred taxes.

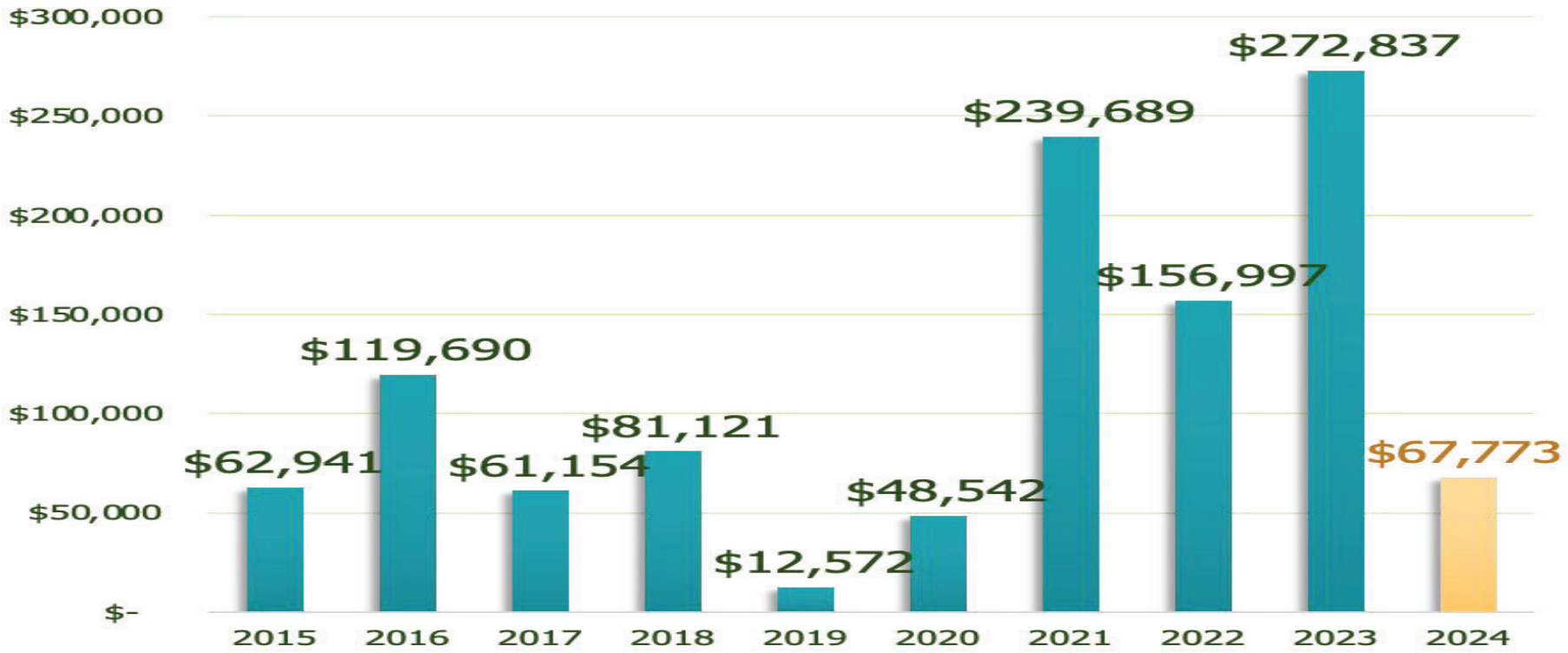
When land becomes disqualified from the present-use value program, the deferred “rollback” taxes for the current year and the three previous years with accrued interest, will usually become due and payable.



NC COOPERATIVE EXTENSION

Rollback Taxes Collected FY15-FY24

Data Courtesy of the Lee County Tax Office



N.C. A&T STATE UNIVERSITY

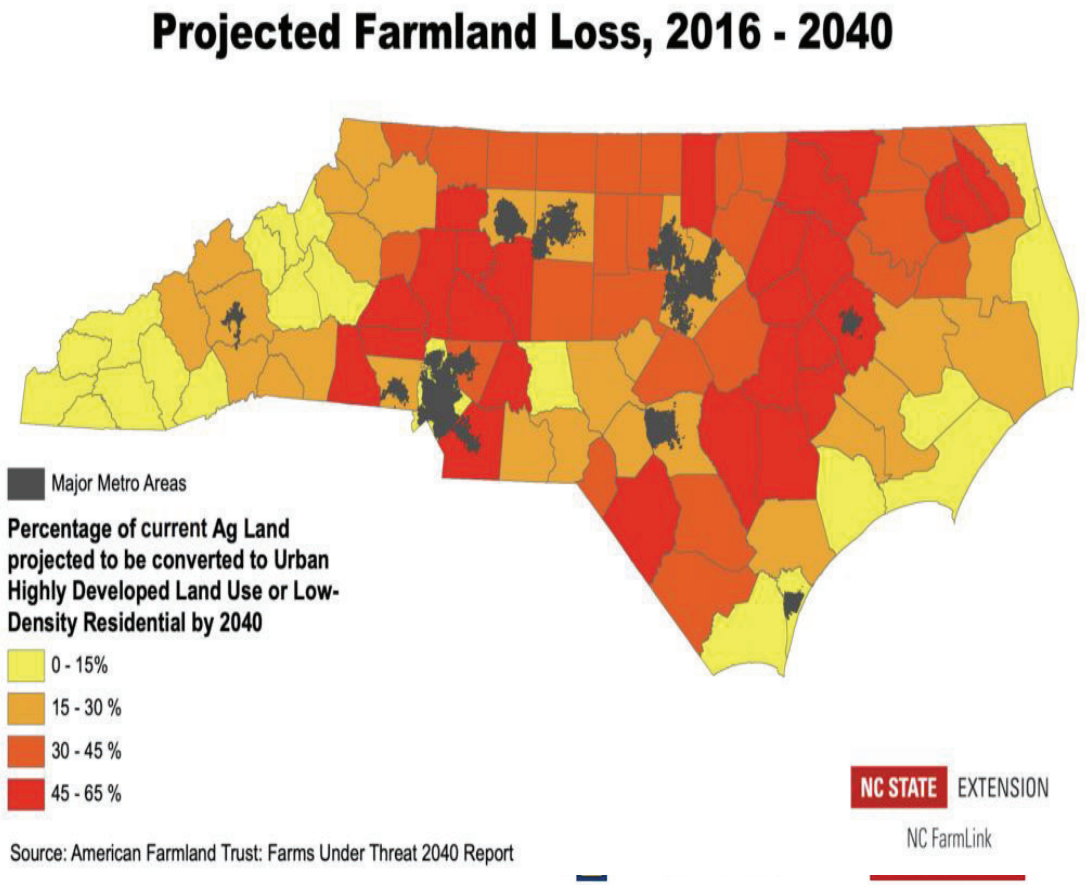
NC STATE UNIVERSITY

Predicting Rollback Taxes

It is not possible to determine with certainty which landowners might sell their land and/or remove it from the PUV program. The rollback tax only takes effect once the current or new landowner officially withdraws the land from the PUV program.

It is evident, though, that Lee County continues to grow at a pace that will threaten the working lands of the County.

By allocating future rollback taxes into a protected fund, we would be capitalizing on this growth to protect our working lands, no matter the total of rollback taxes. If successful, we should begin to see decreases in the annual amount of rollback taxes due to more sustainable development.



How Could Roll Back Taxes Benefit Conservation Easement Projects?

- Provide a landmark local investment in protecting agricultural lands
- Directly reinvest funds from lost farmland into existing farms
- Provide funding to farmers that could make or break a potential project
- Allows more flexible options for funding needs: May be used to help cover costs that grants may not always cover (appraisals, surveys, etc.)
- Opens opportunities to leverage significant state and federal funds through competitive grant programs. Typically used as matching funds or transaction costs on competitive state or federal grants, transaction costs on donated easements
- Can be spread across more projects a number of projects each year

Thank You for Your Commitment to Preserving Local Farmland



Conservation Easement Policy

I. Purpose

The purpose of this Conservation Easement Policy is to establish a procedure for landowners seeking Lee County involvement in their conservation easement, either financially or as a party. This policy is not applicable to any landowner who independently seeks a conservation easement with any third party or with the State of North Carolina, without asking for a financial commitment of the County; in those cases, Lee County has no approval, financial responsibility or involvement with the privately negotiated conservation easement.

Conservation easements carry significant implications on future use of the landowner's property, affecting the current landowner and future heirs of the property since they are perpetual. Any interested landowner should consult with an attorney to understand all legal and potential tax implications, prior to inquiring about a conservation easement.

II. Definitions

a. Agricultural Advisory Board: The Lee County Agricultural Advisory Board is a Board comprised of no less than seven members, appointed by the Lee County Board of Commissioners, with a majority of members being actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This Board approves Voluntary and Enhanced Voluntary Agricultural Districts and make recommendations to the Lee County Board of Commissioners concerning conservation easements.

b. Agricultural conservation easement: As defined in N.C.G.S. § 106-744(b), an agricultural conservation easement is a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability.

c. Conservation easement agreement: A voluntary legal agreement between the landowner and another entity that details the limitations and restrictions on the land being burdened by the easement.

d. Lee County: In this document, Lee County means Lee County Government, a political subdivision of the State of North Carolina.

e. Lee County Soil and Water Conservation District: is a governmental subdivision of the State of North Carolina, and a public body corporate and politic, with all powers and duties as set in N.C.G.S. § 139-8. The Soil and Water District, pursuant to N.C.G.S. § 139-7.1 is authorized to establish and maintain a special revenue fund for the purpose of maintaining conservation easements, pursuant to

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a resolution.

f. North Carolina Cooperative Extension- Lee County Center: The North Carolina Cooperative Extension is a partnership between NC State University and N.C. A & T University that is dedicated to providing information to the public concerning agriculture, 4-H youth development, food and nutrition, and the environment. N.C. Cooperative Extension of Lee County is the local Lee County office.

g. Qualified nonprofit conservation organization: A nonprofit, in good standing with the IRS, whose main function is to conserve agricultural land and who qualifies by IRS standards to legally hold conservation easements.

III. Financial Assistance Availability

The Lee County Board of Commissioners may in its discretion allocate funding to assist with offsetting costs related to conservation easements. No funding is guaranteed or inferred either through or by adoption of this policy. During the budget planning process, the Board of Commissioners will review the anticipated allocation of "roll back" on deferred taxes on properties disqualified for present use value. The Board, in its discretion, will then allocate all, a portion, or none of those taxes for the County's Agricultural Development and Farmland Preservation Program. Any designated funding will be available for costs associated with conservation easements. The funds are discretionary, and at any time the Board can reallocate any funds not otherwise committed to a specific project by action of the Board of Commissioners for any other county purpose. Any funding by Lee County does not impose any duty or liability on the County beyond funding the amount of the agreement. Landowners requiring financial assistance are encouraged to pursue all means of funding sources including State and Federal grant opportunities. The following are two ways Lee County may provide financial assistance for conservation easements with private owners of land in Lee County:

A. Financial Assistance Option 1: The Lee County Soil and Water District may be the holder of the conservation easement. In these cases, a private owner of land in Lee County may request the Lee County Soil and Water District to be the holder of its easement. If this occurs, the Lee County Soil and Water District will consider the request through its policies and/or procedures. The Lee County Soil and Water District would be responsible for maintaining, monitoring and enforcing the easement. The Lee County Soil and Water District may, in its discretion, refuse to purchase a conservation easement. The Lee County Board of Commissioners may authorize funding for actual costs related to a conservation easements approved by the Lee County Soil and Water District following the submission of a request for funding from the landowner in accordance with Section IV. A. of this policy.

B. Financial Assistance Option 2: A qualified non-profit may be the holder of the conservation easement. In this case, the non-profit will be responsible for maintaining, monitoring and enforcing the easement. Easements undertaken by a non-profit organization will

have no affiliation or legal connection to Lee County outside of the potential opportunity for funding assistance set forth herein. The Lee County Board of Commissioners may authorize funding for actual costs related to conservation easements sought by a Lee County land owner via a non-profit organization in accordance with Section IV. B. of this policy.

IV. Approval Process

A. Any landowner requesting Lee County Soil and Water District to be the holder of the conservation easement, must adhere to the following steps:

1. The landowner must submit a request to the Lee County Soil and Water District. If a request is submitted, the Lee County Soil and Water District will consider the request and follow the rules and procedures as adopted by the Lee County Soil and Water District or as set forth pursuant to the authorization of the State of North Carolina. The Lee County Soil and Water District maintains the right to not accept any applications.
2. If the Lee County Soil and Water District agrees to hold an easement, it can request funding through the Board of County Commissioners in the procedure as outlined herein.
3. After the Lee County Soil and Water District makes a determination to recommend a request for funding submitted by a landowner the District may submit the recommendation and forward the landowner's request to the Board of Commissioners for consideration.
4. Upon receipt of the receipt of the recommendation and request, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board of Commissioners may request additional documentation or information from the landowner and/or Soil and Water District. If approved, the Board of Commissioners will enter into a written agreement with the Soil and Water District and the landowner to detail the payment process and use of the requested funds.
5. If no County funding is requested, after an agreement and all details have been negotiated between the Soil and Water District and the landowner, the Soil and Water District may in the interests of tracking conservation efforts across the County, notify Lee County for informational purposes.

B. Any landowner seeking a conservation easement through an approved non-profit that requests financial assistance from Lee County must adhere to the following steps:

1. A landowner who is interested in a conservation easement, shall seek the advice of an attorney and/or a financial advisor to ensure they understand and are aware of all legal implications of a conservation easement on their property.
2. If a landowner voluntarily agrees to move forward with an easement, the owner may seek a qualified non-profit conservation organization to work with the landowner to develop a conservation agreement and funding plan. The non-profit organization shall be

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responsible for purchasing, monitoring, and enforcement of the easement. The County and the Lee County Soil and Water District have no responsibility or liability for the contract, private funding, or enforcement of the conservation easement with the non-profit.

3. The non-profit conservation organization, on behalf of the landowner, may request some financial assistance from the County. The organization, with the landowner's consent, shall send written notification to the Lee County Cooperative Extension Director of the specific amount of funding that is being sought from the County and its proposed use.
4. The landowner and non-profit organization's joint request for financial assistance will then be submitted to the Agricultural Advisory Board. The Agricultural Advisory Board has ninety (90) days to convene to consider the financial request. The Board may, in its discretion, require a presentation by the non-profit and may request additional documentation prior to or at its meeting. The financial request must be for costs associated with the easement. The Board may consider factors including, but not limited to, the amount of the funding request, the amount being donated by the landowner, the location of the easement, the amount of outside funding, and/or the number of acres submitted for the easement.
5. The Agricultural Advisory Board must vote on the application and decide either (a) to approve the application and make a recommendation to the Board of Commissioners to fund it with a not to exceed amount, or (b) to deny the application and make no recommendation to the Board of Commissioners.
6. If the Agricultural Advisory Board approves the application, it must submit the recommendation to the Board of Commissioners for consideration at the Board of Commissioners' next meeting.
7. Upon receipt of the recommendation from the Agricultural Advisory Board, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board may request presentation by the non-profit or landowner and may request additional information in its discretion prior to its decision. If approved, the Board will then enter into a written agreement with the non-profit organization and landowner to detail the payment process and use of the requested funds.
8. If the Agricultural Advisory Board does not approve the easement, the landowner has the right to appeal to the Board of Commissioners. The landowner will have sixty (60) days, from the date of the Agricultural Advisory Board's meeting where the vote was conducted, to submit a written appeal and mail a copy of its notice of appeal to the Clerk for the Lee County Board of Commissioners. The Board of Commissioners will schedule the appeal to be considered at one of its regular board meetings. The non-profit and landowner will have the right to be present and present evidence concerning the conservation easement and the funding request. The decision by the Board is in the Board of Commissioners' sole discretion and there is no guarantee the Board will approve the request. The decision made by the Board is final.

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V. Liability

Lee County, the Board of Commissioners, and the Lee County Soil and Water District shall not be liable to the non-profit, landowner, any third-party purchaser, or any other person or entity in connection with the conservation easement or this policy. Lee County's sole liability shall be for funding the specific amount approved by the Board of Commissioners.

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ITEM #: V.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Lee County Agricultural Development and Farmland Preservation Ordinance

DEPARTMENT: Cooperative Extension

CONTACT PERSON: Bill Stone,

TYPE: Action Item

REQUEST	Hold a vote on the Lee County Agricultural Development and Farmland Preservation Ordinance, which would replace the 2013 Lee County Voluntary Agriculture District Ordinance.
BUDGET IMPACT	N/A
ATTACHMENTS	ExtensionAgBOC2-17-25_slides1-4.pdf VAD 2013.pdf Session Law 2021-78.pdf VAD EVAD Ordinance Revised 2.19.25.pdf
PRIOR BOARD ACTION	A public hearing was held at the 2/17/25 meeting pertaining to the proposed Lee County Agricultural Development and Farmland Preservation Ordinance, which would replace the 2013 Lee County Voluntary Agriculture District Ordinance.
RECOMMENDATION	Request that the Board vote on the approval of a new Lee County Agricultural Development and Farmland Preservation Ordinance, which would replace the 2013 Lee County Voluntary Agriculture District Ordinance.

SUMMARY

In 2021, the General Assembly adopted the Farm Act of 2021, allowing for changes to the voluntary agriculture and enhanced voluntary agriculture districts, a copy of the relevant

section of the act is attached. Cooperative Extension staff worked to adopt many of these changes and determined it was best to repeal Lee County's existing Voluntary Agriculture District Ordinance, and adopt the new Lee County Agricultural Development and Farmland Preservation Ordinance. Revisions include the addition of the Enhanced Voluntary Agricultural District (EVAD). The EVAD program provides landowners with all of the benefits of the Voluntary Agricultural District (VAD), as well as providing options for sale of non-farm products, eligibility for certain cost share programs, and priority consideration for grant opportunities. In addition, EVAD participants agree to a ten-year irrevocable agreement, thus providing an additional level of sustained commitment by the landowner to the conservation agreement. The other most significant suggested revision to this policy is the decrease of the minimum acreage required for a landowner to qualify for the VAD/EVAD program. The requested change would allow a land owner, whose farm meets the criteria for a bona fide farm according to N.C.G.S. 160D-903, to enroll in the program with 1 (one) acre of land in production for horticultural or agricultural purposes. This change request reflects the emergence of more and more small farms across the county that meet the criteria for bona fide farm purposes but may have been previously ineligible for VAD due to having less than 5 acres of land in production under the existing ordinance. These revisions and updates to the policy have been reviewed and approved by the Lee County Agricultural Advisory Board at their January 15, 2025 meeting. *Please note, Staff has made a few additional changes to the ordinance that was posted on the 2/17/25 agenda. In Articles III and VI "awareness" was added, in Article VI the reference to Article 8 was changed to roman numerals VIII, and the reference in Article X was changed to Article VI-C.

Proposed Farmland Preservation Initiatives for Lee County



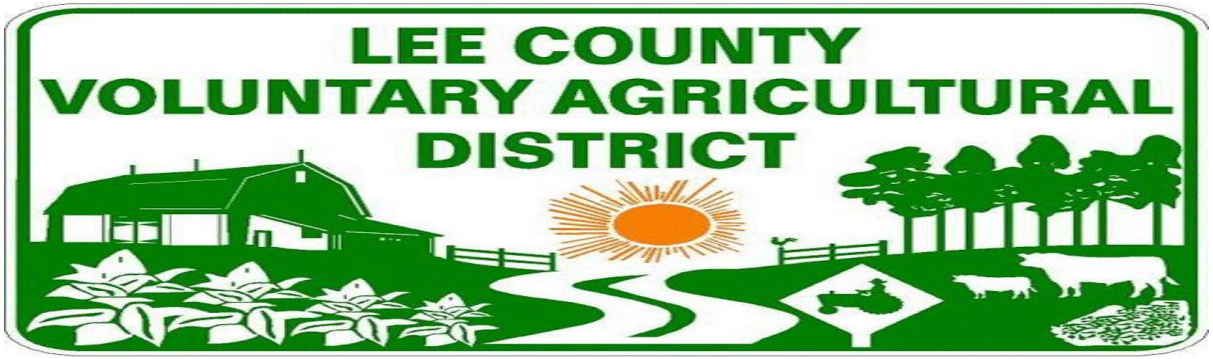
Ensuring the future of agriculture in Lee County through proactive land use planning and public investment

Farmland Preservation Initiatives

- Agricultural Development and Farmland Preservation Ordinance Revisions
- Proposed Conservation Easement Policy Using “Roll Back Taxes” from land coming out of Present Use Value (PUV) toward Conservation Easement projects

Agricultural Development and Farmland Preservation Ordinance Revisions

- Primarily focuses on Voluntary Agricultural Districts (VAD and Enhanced Voluntary Agricultural Districts (EVAD). These programs enhance agricultural awareness in the county and provide a level of nuisance protection for the farmer
- Most significant revisions to the ordinance include elimination of board required “membership by district”, addition of the EVAD program and a reduction of the minimum acreage required for membership in the program



Agricultural Development and Farmland Preservation Ordinance Revisions (Continued)

- Elimination of board required “membership by district”. This allows a larger pool of potential board members to select from across the county
- Addition of the Enhanced Voluntary Agricultural District (EVAD) program. ***EVAD requires a 10-year irrevocable agreement***. Landowners participating in EVAD may receive up to 25 percent of gross sales from the sale of non-farm products and still qualify as a bona fide farm, are eligible to receive the higher percentage of agricultural cost-share program dollars and are given higher priority for grants from state departments and institution
- Reduction of the minimum acreage requirement from 5 acres of horticultural use to “1 acre of land in production for horticultural or agricultural purposes used for bona fide farm purposes as that term is defined in N.C. Gen. Stat. § 160D-903”.

LEE COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Lee:

ARTICLE I
TITLE

An ordinance of the Board of County Commissioners of LEE COUNTY, NORTH CAROLINA, entitled, "VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE."

ARTICLE II
AUTHORITY

The articles and sections of this program are adopted pursuant to authority conferred by the Farmland Preservation Enabling Act, Article 61, Chapter 106 of the General Statutes of North Carolina, sections 106-735 through 106-744, and Chapter 153A.

ARTICLE III
PURPOSE

The purpose of this Ordinance is to promote agricultural values which include the protection of family farms, the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms.

This ordinance establishes many benefits for participating farmers and other county residents. These benefits include:

- Participation in the program is voluntary and the farmer/landowner may terminate participation at any time;
- The program helps to preserve and maintain farmland areas within the county;

- The program informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, forestry operations and smells (this feature may help avoid conflicts between neighbors and potential nuisance claims);
- The program gives the farming community a better voice in Lee County Commissioners decisions affecting farmland through county-wide farmland protection planning and other means;
- The program requires the Lee County Commissioners to use farmland "as a last resort" if they are attempting to condemn county lands;
- The program would provide greenspace and natural resources as the county's population and development expands;
- The program maintains opportunities to produce locally grown food and fiber;
- An agricultural advisory board that represents the interests of agriculture in local government.

ARTICLE IV
DEFINITIONS

The following are defined for purposes of this ordinance:

Advisory Board:	Lee County Agricultural Advisory Board
Chair:	Chair of the Lee County Agricultural Advisory Board
District:	Voluntary Agricultural District as established by this ordinance
Board of Commissioners:	Lee County Board of Commissioners
Mile:	An aerial mile, defined as the line between two points.
Farmland:	Land suitable for the production of food, fiber and timber products
Agriculture:	As defined in N.C.G.S. 106-581.1

1. The cultivation of soil for production and harvesting of crops, including but not limited to fruits, vegetables, sod, flowers and ornamental plants.
2. The planting and production of trees and timber.
3. Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing.
4. Aquaculture as defined in G.S. 106-758.
5. The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation.

6. When performed on the farm, "agriculture", "agricultural", and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on the farm, and similar activities incident to the operation of a farm.

ARTICLE V
AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners shall establish an Agricultural Advisory Board to implement the provisions of this program.

B. Membership

The Advisory Board shall consist of no less than seven (7) members appointed by the Board of Commissioners and so distributed that each region outlined in Article VI, section A of this Ordinance has at least one (1) but no more than two (2) members.

C. Membership Requirements

1. Each Advisory Board member, except those serving in an *ex officio* capacity, shall be a Lee County resident or landowner.

2. A majority of the members shall be actively engaged in farming, horticulture and/or forestry. Of the members actively engaged in farming, horticulture and/or forestry there shall be at least one such member from each agricultural district in Lee County. This determination shall be made without reference to *ex officio* members.

3. The members actively engaged in farming, horticulture and/or forestry as well as other members, shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, North Carolina Cooperative Extension - Lee County, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.

4. Additional members may be appointed to the Board in an *ex officio* capacity from the Soil and Water Conservation District, North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

5. An "Application To Serve on County Boards" must be submitted to the Clerk of the Board of County Commissioners prior to appointment.

D. Tenure

The initial board shall consist of 2 appointees for terms of one year; 2 appointees for terms of two years; and 3 appointees for terms of three years. Thereafter, all appointments shall be for terms of three years, with reappointment permitted.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Advisory Board may be removed by the Board of Commissioners upon a two-thirds vote of the Commissioners. No cause for removal shall be required.

G. Funding

The *per diem* compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

H. Advisory Board Procedure

1. Chairperson

The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

2. Determination of Procedure

The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

3. Advisory Board Year

The Advisory Board shall use the Lee County fiscal year (July – June) as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted forty-eight (48) hours in advance of the meeting on the bulletin board at the county courthouse, government center and the McSwain Extension Education and Agriculture Center. All meetings shall be open to the public.

5. Majority Vote and Quorum Requirements

All issues shall be decided by a majority vote of the members of the Advisory Board present. A quorum is defined as a simple majority plus one of Board membership. No business may be conducted by the Advisory Board without a quorum present.

6. Records

The Advisory Board shall keep full and accurate minutes of all official meetings. The minutes shall state the date of the meeting, the members present, a general summary of all action taken, a specific statement of motions made or action taken, and an accounting of the vote of each member present. The records of the Board and other official actions shall be filed in the office of the Advisory Board or its designee and shall be considered a public record.

7. Administrative

North Carolina Cooperative Extension - Lee County Center will serve the Advisory Board for record keeping, correspondence, application procedures under this Ordinance, and whatever services the Advisory Board needs to complete its duties.

I. Duties

The Advisory Board shall:

1. Review and approve or disapprove applications of landowners for enrollment of farmland, horticultural land, or forestland in a voluntary agricultural district;

2. Make recommendations concerning the establishment and modification of agricultural districts;

3. Conduct public hearings;

4. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the county that will affect agricultural districts;

5. Review and make recommendations concerning proposed amendments to this ordinance;

6. Develop a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners, and review and revise such plan annually;

7. Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners; and

8. Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.

9. Present an annual report to the Lee County Board of Commissioners and ~~to~~ Commissioner of Agriculture, North Carolina Department of Agriculture and Consumer Services (NCDA&CS).

ARTICLE VI
CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Regions

For purposes of this ordinance, Lee County is hereby divided into 7 Regions as defined by townships below:

Pocket	West Sanford	Deep River	Cape Fear
East Sanford	Jonesboro	Greenwood	

B. Implementation

In order to implement the purposes stated in Article III, voluntary agricultural districts must meet the following standards:

1. The District shall contain at least one of the following contiguous acreages of farmland:
   a. 3 acres of horticultural land
   b. 10 acres agricultural land: or
   c. 20 acres of forest land

2. All land enrolled in a region, defined in section A, above, shall be part of a single District.

C. Education

The Advisory Board will encourage the formation of Districts. To further their purposes and objectives, the Advisory Board may implement public information programs to inform landowners of the voluntary agricultural district program.

D. Addition and Withdrawal

1. Qualifying land in a region with an existing District shall be added to the District as herein provided.

2. In the event that one or more participants in a voluntary agriculture district withdraws land from the program, the District will continue to exist so long as there is one qualifying farm.

ARTICLE VII
CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

To secure county certification as qualifying farmland in a Voluntary Agricultural District, a farm must:

1. Be engaged in agriculture as defined in N.C.G.S. 106-581.1

2. Be managed, if highly erodable land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly-erodable land; and

3. Be the subject of a conservation agreement, as defined in N.C.G.S. §121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county zoning and subdivision regulations and except for certain mining or energy development activity which will co-exist with the stated farm use of such land; and

4. Be located in the unincorporated area of Lee County.

B. Public Documentation

1. The Conservation Agreement, which identifies farmland enrolled in a Voluntary Agricultural District, will be referred to the Land Records (GIS) office and to the Lee County Tax Office for registration on public documents.

2. Landowners may file their Conservation Agreement with the Lee County Register of Deeds Office. The Advisory Board will complete the filing. The landowner shall be responsible for all filing fees.

ARTICLE VIII
APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

1. A landowner may apply to participate in the Voluntary Agricultural District program by submitting an application and fee to the Advisory Board or a designated staff person. The application shall be on forms approved by the Agriculture Advisory Board.

2. A conservation agreement (required by N.C.G.S. §106-737 and defined in N.C.G.S. §121-35) designated by the landowner to sustain, encourage, and promote agriculture must be executed by the landowner, notarized and submitted to the Advisory Board, which may submit the agreement to the Lee County Registrar of Deeds for recording.

B. Approval Process

1. Upon submission of the application to the Agriculture Advisory Board, the Board shall meet within thirty (30) days to approve or disapprove the application. The chairperson shall notify the applicant of approval or disapproval of participation in the district.

2. Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board vote on the application:

   a. The Lee County tax assessor;

   b. The Lee Soil and Water Conservation District office; and

   c. The N.C. Cooperative Extension, Lee County Center

C. Appeal

If an application is denied by the Agriculture Advisory Board, the landowner may, within fifteen (15) days of notification of denial, request in writing that the Advisory Board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioners is final.

ARTICLE IX
REVOCATION, ENFORCEMENT AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

1. A landowner may revoke the Conservation Agreement or withdraw any or all of the land placed in a VAD by:

   a. Providing 30 days advance written notice to the Advisory Board.

b. Completing the Voluntary District Revocation/Nonrenewal of Conservation Agreement form.

c. Paying the current filing fee charged by the Register of Deeds (if property placed in a VAD was previously filed with the Register of Deeds).

2. The Advisory Board may revoke a landowner's Conservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII(C). Such revocation shall result in loss of qualifying status and loss of eligibility to participate in a district. The landowner will be billed for the current filing fee for revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

3. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration.

4. Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale or gift shall not revoke the Conservation Agreement unless the land no longer meets the acreage needed to be qualifying farmland or for failure to continue to comply with the VAD rules.

5. If there is water or sewer assessments held in abeyance, and the new owner(s) fails to agree in writing to accept liability for those assessments the land is withdrawn either voluntarily or involuntarily from the District. The landowner will be billed for the current filing fee for Revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

6. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived there from. The landowner will be billed for the current filing fee for Revocation documents charged by the Register of Deeds (if property was placed in a VAD and previously filed with the Register of Deeds).

B. Renewal

A Conservation Agreement for land within a Voluntary Agricultural District shall be automatically renewed unless the landowner provides 30 day written notice to the Advisory Board of intent not to renew. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.

ARTICLE X
WAIVER OF WATER AND SEWER OR ALL UTILITY ASSESSMENTS

A. No Connection Required

A landowner belonging to the District shall not be required to connect to Lee County or other jurisdictional water and/or sewer systems.

B. Abeyance

Water and sewer assessments shall be held in abeyance, without interest, for farms in a District, until improvements on such property are connected to the water or sewer system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner may be required to sign an acknowledgement (that may be incorporated into the Conservation Agreement) of the abeyance of the statute of limitations upon collecting water and sewer assessments.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. §153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this Ordinance shall apply.

ARTICLE XI
PUBLIC HEARINGS

A. Purpose

Pursuant to N.C.G.S. §106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in farmland within a District until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

1. Within five (5) business days of receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Lee

County and will, in the same notice, notify the public of a public hearing on the proposed condemnation to be held within ten (10) days of receipt of the request.

2. The Advisory Board shall meet to review:

   a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and

   b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.

3. The Advisory Board shall consult with the County Agricultural Extension Agent, the Lee Soil and Water Conservation District Soil Conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.

4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.

5. There will be a period of five (5) days allowed for public comment on the report of the Advisory Board.

6. After the five (5) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.

7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

8. Pursuant to N.C.G.S. §106-740, the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the Advisory Board.

ARTICLE XII
NOTIFICATION

A. Record Notice of Proximity to Voluntary Agricultural District

1. Procedure: Upon certification of property as a District,

a. Lee County Strategic Services shall identify the location of the District, with definable boundaries on the County's tax maps.

b. The Lee County Tax Office will identify on the property record card that a Parcel is in the Voluntary Agricultural District.

c. The Lee County Register of Deeds shall provide notice to alert a person researching the title of a particular tract that such tract is located within one-half mile of a Voluntary Agricultural District. Reasonable notice shall include: a county map pinpointing Lee County Voluntary Agricultural Districts placed on a bulletin board located in the Register of Deeds office; referral information to Lee County's Geographic Information System (GIS) interactive mapping website; and the Register of Deeds website.

d. The Lee County Register of Deeds shall provide notice reasonably to alert a person researching the title of a particular tract that such tract is located within one-half mile of a Voluntary Agricultural District. Reasonable notice shall include a county map pinpointing Lee County Voluntary Agricultural Districts placed on a bulletin board located in the Register of Deeds office. In addition, the map shall include website addresses for the Lee County Register of Deeds and Lee County's interactive Geographic Information System (GIS).

e. The purpose of notification is to inform current and potential residents and property owners within an agricultural district, that farming and agricultural activities may take place in this District any time during the day or night. These activities may include, but are not limited to the following: pesticide spraying, manure spreading, machinery, truck, tractor operations, livestock operations, timber harvesting and control burning, and similar activities.

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Ordinance.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or Voluntary Agricultural District as defined in this Ordinance.

B. Signage

1. Signs identifying approved agricultural districts shall be placed along the right-of-way of major roads that pass through or next to those districts. Placement of signage

shall be coordinated with the North Carolina Department of Transportation. The frequency of signage shall be determined by the Advisory Board.

2. Signage will be provided by the Voluntary Agricultural District program for posting on land enrolled in the program. Cost for the first sign is included as part of the application fee. Additional signage may be purchased from the program by the landowner.

3. The Voluntary Agricultural District program may accept donations to purchase signage. Nothing herein shall require the program to provide signage until funding is available.

C. Maps

Maps identifying approved agricultural districts shall be provided to the following agencies or offices:

1. Planning Department
2. Register of Deeds
3. North Carolina Cooperative Extension-Lee County Center
4. Soil and Water Conservation District
5. Farm Service Agency
6. Building Inspections
7. Tax Office
8. Strategic Services
9. Sanford Area Association of Realtors
10. Any other such agency or office the Advisory Board deems appropriate, including maps denoting the location of agricultural districts within the Lee County planning jurisdiction.

ARTICLE XIII
SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the Districts within one-half mile of the proposed development.

ARTICLE XIV
COUNTY LAND-USE PLANNING

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee county land use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the county's land use planning activities and the county's land use plan if one currently exists at the time this is enacted or when one is formed.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

> Lee County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the North Carolina Cooperative Extension - Lee County Center, Soil and Water Conservation, Lee County Register of Deeds, the County Planning office, and Lee County Strategic Services.

C. Growth Corridors

At such time as the county might establish designated growth corridors, new agricultural districts shall not be permitted in the designated growth corridors, as delineated on the official county planning map without the approval of the Board of Commissioners. Existing districts located in growth corridors designated after such districts were established may remain, but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

ARTICLE XV
CONSULTATION AUTHORITY

The Advisory Board may consult with North Carolina Cooperative Extension - Lee County Center, Lee County Soil and Water, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

ARTICLE XVI
NORTH CAROLINA AGENCY NOTIFICATION

Annual-Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this report shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of North Carolina

Cooperative Extension, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

1. Number of landowners enrolled
2. Number of acres enrolled
3. Number of acres certified during the reporting period
4. Number of acres denied during the reporting period
5. Number of acres for which applications are pending
6. Copies of any amendments to this Ordinance and
7. Any other information the Advisory Board deems useful.

ARTICLE XVII
LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this ordinance is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Lee County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

ARTICLE XVIII
ENACTMENT

This Ordinance shall be in full force and effect on or after the 18th day of February 2013.

Charles T. Parks, Chairman
LEE COUNTY BOARD OF COMMISSIONERS

ATTEST:

Gaynell M. Lee, Clerk to the Board

Approved as to form:

Garris Neil Yarborough
Lee County Attorney

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

SESSION LAW 2021-78
SENATE BILL 605

AN ACT TO MAKE VARIOUS CHANGES TO THE LAWS CONCERNING AGRICULTURE AND FORESTRY.

The General Assembly of North Carolina enacts:

VOLUNTARY AGRICULTURAL DISTRICT TECHNICAL CHANGES

SECTION 1. Article 61 of Chapter 106 of the General Statutes reads as rewritten:

"Article 61.

"Agricultural Development and Preservation of Farmland.

…

"Part 2. Voluntary Agricultural Districts.

"**§ 106-737. Qualifying farmland.**

In order for farmland to qualify for inclusion in a voluntary agricultural district or an enhanced voluntary agricultural district under Part 1 or Part 2 of this Article, it must be real property that:

(1) ~~Is engaged in agriculture as that word is defined in G.S. 106-581.1.~~Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903.

(2) Repealed by Session Laws 2005-390, s. 11 effective September 13, 2005.

(3) Is managed in accordance with the Soil Conservation Service defined erosion control practices that are addressed to highly erodable land; and

(4) Is the subject of a conservation agreement, as defined in G.S. 121-35, between the ~~county~~ local government administering the voluntary agricultural district program and the owner of such land that prohibits nonfarm use or development of such land for a period of at least 10 years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations. The form of the conservation agreement shall be approved by the agricultural advisory board created under G.S. 106-739.

"**§ 106-737.1. Revocation of conservation agreement.**

By written notice to the ~~county,~~ local government administering the voluntary agricultural district program, the landowner may revoke this conservation agreement. Such revocation shall result in loss of qualifying farm status.

"**§ 106-738. Voluntary agricultural districts.**

(a) An ordinance adopted under this Part shall provide:

(1) For the establishment of voluntary agricultural districts ~~consisting initially of at least the number of contiguous acres of agricultural land, and forestland or horticultural land that is part of a qualifying farm or the number of qualifying farms deemed appropriate by the governing board of the county or city adopting the ordinance;~~upon the execution of a conservation agreement as provided in G.S. 106-737(4).

~~(2) For the formation of such districts upon the execution by the owners of the requisite acreage of an agreement to sustain agriculture in the district;~~

~~(3) That the form of this agreement must be reviewed and approved by an agricultural advisory board established under G.S. 106-739 or some other county board or official;~~

~~(4) That each such district have a representative on the agricultural advisory board established under G.S. 106-739.~~

(5) The minimum size, including acreage; number of tracts; and appropriate proximity of multiple tracts of agricultural land, forestland, or horticultural land that may comprise a voluntary agricultural district.

(b) The purpose of such agricultural districts shall be to increase identity and pride in the agricultural community and its way of life and to ~~increase protection from nuisance suits~~ decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors, and other negative impacts on properly managed farms. The county or city that adopted an ordinance under this Part may take such action as it deems appropriate to encourage the formation of such districts and to further their purposes and objectives.

(c) A county ordinance adopted pursuant to this Part is effective within the unincorporated areas of the county. A city ordinance adopted pursuant to this Part is effective within the corporate limits of the city. A city may amend its ordinances in accordance with G.S. 160A-383.2 with regard to agricultural districts within its planning jurisdiction.

"**§ 106-739. Agricultural advisory board.**

(a) An ordinance adopted under this Part or Part 3 of this Article shall provide for the establishment of an agricultural advisory board, organized and appointed ~~as the county or city that adopted the ordinance shall deem appropriate.~~ by the board of county commissioners or the city council adopting the ordinance. The county or city that adopted the ordinance may confer upon this advisory board authority to:

(1) Review and make recommendations or decisions concerning the establishment and modification of agricultural ~~districts;~~districts. The board of county commissioners or the city council may make decisions regarding the establishment and modification of voluntary agricultural districts or may delegate that authority to the agricultural advisory board. If the authority is delegated to the agricultural advisory board, the agricultural advisory board's decisions shall be appealable to the board of county commissioners or city council by an owner of land that has been denied enrollment in a voluntary agricultural district or has been removed from a voluntary agricultural district by the agricultural advisory board.

(1a) Execute agreements with landowners necessary for enrollment of land in a voluntary agricultural district.

(2) Review and make recommendations concerning any ordinance or amendment adopted or proposed for adoption under this Part or Part 3 of this ~~Article;~~Article.

(3) Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of any qualifying ~~farm;~~farm.

(4) Advise the governing board of the county or city that adopted the ordinance on projects, programs, or issues affecting the agricultural economy or way of life within the ~~county;~~county.

(5) Perform other related tasks or duties assigned by the governing board of the county or city that adopted the ordinance.

(b) The members of the agricultural advisory board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to

represent, to the extent possible, all segments of agricultural production existing within the local government. A majority of the members of the agricultural advisory board shall be actively engaged in agriculture.

(c) The agricultural advisory board may, at the discretion of the board of county commissioners or the city council, utilize an existing local government agency for the purpose of administration, record keeping, and other related tasks or duties.

…

"**§ 106-741. Record notice of proximity to farmlands.**

(a) All counties shall require that land records include some form of notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half mile of ~~a poultry, swine, or dairy qualifying farm or within 600 feet of any other qualifying farm or within one-half mile of a voluntary agricultural district.~~the property line of any tract of land enrolled in a voluntary agricultural district.

…

"**§ 106-743. Local ordinances.**

A county or a city adopting an ordinance under this Part or Part 3 of this Article may consult with the North Carolina Commissioner of Agriculture or ~~his~~ the Commissioner's staff before adoption, and shall record the ordinance with the Commissioner's office after adoption. Thereafter, the county or city shall submit to the Commissioner at least once a year, a written report including the status, ~~progress~~ progress, number of enrolled farms and acres, and activities of its farmland preservation program under this Part or Part 3 of this Article.

"Part 3. Enhanced Voluntary Agricultural Districts.

"**§ 106-743.1. Enhanced voluntary agricultural districts.**

(a) A county or a municipality may adopt an ordinance establishing an enhanced voluntary agricultural district. An ordinance adopted pursuant to this Part shall provide:

(1) For the establishment of an enhanced voluntary agricultural district that initially consists of at least the number of contiguous acres of agricultural land, and forestland and horticultural land that is part of a qualifying farm under G.S. 106-737 or the number of qualifying farms deemed appropriate by the governing board of the county or city adopting the ordinance.

(2) For the formation of the enhanced voluntary agricultural district upon the execution of a conservation agreement, as defined in G.S. 121-35, that meets the condition set forth in G.S. 106-743.2 by the landowners of the requisite acreage to sustain agriculture in the enhanced voluntary agricultural district.

(3) That the form of the agreement under subdivision (2) of this subsection be reviewed and approved by an agricultural advisory board established under G.S. 106-739, or other governing board of the county or city that adopted the ordinance.

~~(4) That each enhanced voluntary agricultural district have a representative on the agricultural advisory board established under G.S. 106-739.~~

(b) The purpose of establishing an enhanced voluntary agricultural district is to allow a county or a city to provide additional benefits to farmland beyond that available in a voluntary agricultural district established under Part 2 of this Article, when the owner of the farmland agrees to the condition imposed under G.S. 106-743.2. The county or city that adopted the ordinance may take any action it deems appropriate to encourage the formation of these districts and to further their purposes and objectives.

(c) A county ordinance adopted pursuant to this Part is effective within the unincorporated areas of the county. A city ordinance adopted pursuant to this Part is effective within the corporate limits of the city. A city may amend its ordinances in accordance with G.S. 160A-383.2 with regard to agricultural districts within its planning jurisdiction.

(d) A county or city ordinance adopted pursuant to this Part may be adopted simultaneously with the creation of a voluntary agricultural district pursuant to G.S. 106-738.
…."

ALLOW MAGISTRATES TO WAIVE TRIALS FOR STATE FOREST RULE OFFENSES

SECTION 2.(a) G.S. 7A-273 reads as rewritten:

"**§ 7A-273. Powers of magistrates in infractions or criminal actions.**

In criminal actions or infractions, any magistrate has power:

…

(2) In misdemeanor or infraction cases involving alcohol offenses under Chapter 18B of the General Statutes, traffic offenses, hunting, fishing, State park and recreation area rule offenses under Chapters 113 and 143B of the General Statutes, State forest rule offenses under Articles 74 and 75 of Chapter 106 of the General Statutes, boating offenses under Chapter 75A of the General Statutes, open burning offenses under Article 78 of Chapter 106 of the General Statutes, and littering offenses under G.S. 14-399(c) and G.S. 14-399(c1), to accept written appearances, waivers of trial or hearing and pleas of guilty or admissions of responsibility, in accordance with the schedule of offenses and fines or penalties promulgated by the Conference of Chief District Judges pursuant to G.S. 7A-148, and in such cases, to enter judgment and collect the fines or penalties and costs;

…."

SECTION 2.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

EXEMPT CERTAIN FIRES FROM OPEN BURNING LAWS

SECTION 3.(a) G.S. 106-950 is amended by adding a new subsection to read:

"(a2) Except in cases where the Commissioner has prohibited all open burning during periods of hazardous forest fire conditions or during air pollution episodes declared pursuant to Article 21B of Chapter 143 of the General Statutes, this Article does not apply to any fires started, or caused to be started, for cooking, warming, or ceremonial events, if the fire is confined (i) within an enclosure from which burning material may not escape or (ii) within a protected area upon which a watch is being maintained and which is provided with adequate fire protection equipment."

SECTION 3.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

FOREST SERVICE OVERTIME MODIFICATION

SECTION 4.(a) G.S. 106-903 reads as rewritten:

"**§ 106-903. Overtime compensation for forest fire fighting.**

The Department shall, within funds appropriated to the Department, provide either monetary overtime compensation or compensatory leave at an hour-for-hour rate, at its discretion, to the ~~professional~~ employees of the North Carolina Forest Service who are exempt from the Fair Labor Standards Act and involved in fighting forest ~~fires.~~fires for overtime earned while conducting fire suppression duties as defined in G.S. 106-955. If the Department provides compensatory leave for overtime earned, it shall be provided in a manner consistent with the State's general compensatory time policy for exempt employees established by the Office of State Human Resources."

SECTION 4.(b) This section is effective when it becomes law and applies to overtime earned on or after that date.

INCREASE PUNISHMENT FOR TIMBER LARCENY AND INCREASE CIVIL PENALTIES FOR DAMAGING TIMBER OR AGRICULTURAL COMMODITIES

SECTION 5.(a) G.S. 14-135 reads as rewritten:

"**§ 14-135. ~~Cutting, injuring, or removing another's~~ Larceny of timber.**

(a) Offense. – Except as otherwise provided in subsection (b) of this section, a person commits the offense of larceny of timber if the person does any of the following:

(1) ~~If any person not being the bona fide owner thereof, shall knowingly and willfully cut down, injure or remove any standing, growing or fallen tree or log off the property of another, the person shall be punished the same as in G.S. 14-72.~~Knowingly and willfully cuts down, injures, or removes any timber owned by another person, without the consent of the owner of the land or the owner of the timber, or without a lawful easement running with the land.

(2) Buys timber directly from the owner of the timber and fails to make payment in full to the owner by (i) the date specified in the written timber sales agreement or (ii) if there is no such agreement, 60 days from the date that the buyer removes the timber from the property.

(b) Exceptions. – The following are exceptions to the offense set forth in subsection (a) of this section:

(1) A person is not guilty of an offense under subdivision (1) of subsection (a) of this section if the person is an employee or agent of an electric power supplier, as defined in G.S. 62-133.8, and either of the following conditions is met:

a. The person believed in good faith that consent of the owner had been obtained prior to cutting down, injuring, or removing the timber.

b. The person believed in good faith that the cutting down, injuring, or removing of the timber was permitted by a utility easement or was necessary to remove a tree hazard. For purposes of this sub-subdivision, the term "tree hazard" includes a dead or dying tree, dead parts of a living tree, or an unstable living tree that is within striking distance of an electric transmission line, electric distribution line, or electric equipment and constitutes a hazard to the line or equipment in the event of a tree failure.

(2) A person is not guilty of an offense under subdivision (2) of subsection (a) of this section if either of the following conditions is met:

a. The person remitted payment in full within the time period set in subdivision (2) of subsection (a) of this section to a person he or she believed in good faith to be the rightful owner of the timber.

b. The person remitted payment in full to the owner of the timber within the 10-day period set forth in subsection (c) of this section.

(c) Prima Facie Evidence. – An owner of timber who does not receive payment in full within the time period set in subdivision (2) of subsection (a) of this section may notify the timber buyer in writing of the owner's demand for payment at the timber buyer's last known address by certified mail or by personal delivery. The timber buyer's failure to make payment in full within 10 days after the mailing or personal delivery authorized under this subsection shall constitute prima facie evidence of the timber buyer's intent to commit an offense under subdivision (2) of subsection (a) of this section.

(d) Penalty; Restitution. – A person who commits an offense under subsection (a) of this section is guilty of a Class G felony. Additionally, a defendant convicted of an offense under subsection (a) of this section shall be ordered to make restitution to the timber owner in an amount equal to either of the following:

(1) Three times the value of the timber cut down, injured, or removed in violation of subdivision (1) of subsection (a) of this section.

(2) Three times the value of the timber bought but not paid for in violation of subdivision (2) of subsection (a) of this section.

Restitution shall also include the cost incurred by the owner to determine the value of the timber. For purposes of subdivisions (1) and (2) of this subsection, "value of the timber" shall be based on the stumpage rate of the timber.

(e) Civil Remedies. – Nothing in this section shall affect any civil remedies available for a violation of subsection (a) of this section."

SECTION 5.(b) G.S. 1-539.1 reads as rewritten:

"**§ 1-539.1. Damages for unlawful cutting, removal or burning of timber; misrepresentation of property lines.**

(a) Any person, firm or corporation not being the bona fide owner thereof or agent of the owner who shall without the consent and permission of the bona fide owner enter upon the land of another and injure, cut or remove any valuable wood, timber, shrub or tree therefrom, shall be liable to the owner of said land for ~~double~~ triple the value of such wood, timber, shrubs or trees so injured, cut or removed.

(b) If any person, firm or corporation shall willfully and intentionally set on fire, or cause to be set on fire, in any manner whatever, any valuable wood, timber or trees on the lands of another, such person, firm or corporation shall be liable to the owner of said lands for ~~double~~ triple the value of such wood, timber or trees damaged or destroyed thereby.

…."

SECTION 5.(c) G.S. 1-539.2B reads as rewritten:

"**§ 1-539.2B. ~~Double~~ Triple damages for injury to agricultural commodities or production systems; define value of agricultural commodities grown for educational, testing, or research purposes.**

(a) Any person who unlawfully and willfully injures or destroys any other person's agricultural commodities or production system is liable to the owner for ~~double~~ triple the value of the commodities or production system injured or destroyed.

…."

SECTION 5.(d) Subsection (a) of this section becomes effective December 1, 2021, and applies to offenses committed on or after that date. Subsections (b) and (c) of this section become effective December 1, 2021, and apply to civil actions filed on or after that date.

REQUIRE TIMBER BUYERS AND TIMBER OPERATORS TO PROVIDE A WOOD LOAD TICKET TO SELLERS OF CERTAIN WOOD PRODUCTS

SECTION 6.(a) Article 22 of Chapter 14 of the General Statutes is amended by adding a new section to read:

"**§ 14-135.1. Wood load tickets required for certain wood product sales; exceptions; penalties.**

(a) Definition. – For purposes of this section, the term "wood product" means trees, timber, wood, or any combination thereof.

(b) Requirement. – Except as provided in this section, whenever a timber buyer or timber operator purchases wood product by the load directly from a timber grower or seller and the load is sold by weight, cord, or measure of board feet, the timber buyer or operator shall furnish the timber grower or seller, within 30 days of the completion of the wood product harvest, a separate, true, and accurate wood load ticket for each load of wood product removed from the timber grower's or seller's property. At a minimum, each wood load ticket shall include all of the following information provided by the timber grower or seller who sold the wood product:

(1) The name of the timber grower or seller.

(2) The county from which the wood product was severed.

(3) The amount of wood product severed.

(4) The date the wood product was delivered to the timber buyer or timber operator.

(c) Applicability. – The provisions of this section do not apply to the following:

(1) The sale of wood for firewood only.

(2) A landowner harvesting and processing their own timber.

(3) Bulk or lump sum sales for an agreed total price for all timber purchased and sold in one transaction.

(d) Punishment. – Any person who violates this section is guilty of a Class 2 misdemeanor."

SECTION 6.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

EXPAND THE LAWS ENFORCED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES LAW ENFORCEMENT OFFICERS

SECTION 7.(a) G.S. 106-897 reads as rewritten:

"**§ 106-897. Forest laws defined.**

The forest laws consist ~~of:~~of all of the following:

(1) ~~G.S. 14-136 to G.S. 14-140;~~G.S. 14-135 to G.S. 14-140.1.

(2) Articles 74 through 84 of this ~~Chapter;~~Chapter.

(3) G.S. 77-13 and ~~G.S. 77-14;~~G.S. 77-14.

(4) Other statutes enacted for the protection of forests and woodlands from fire, insects, or disease and concerning obstruction of streams and ditches in forests and ~~woodlands; and~~woodlands.

(5) Regulations and ordinances adopted under the authority of the above statutes."

SECTION 7.(b) This section becomes effective December 1, 2021, and applies to offenses committed on or after that date.

REQUIRE PRODUCTION OF ELECTRONIC RECORDS FOR DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES RECORD AUDITS

SECTION 8.(a) G.S. 106-92.8 reads as rewritten:

"**§ 106-92.8. Tonnage fees: reporting system.**

For the purpose of defraying expenses connected with the registration, inspection and analysis of the materials coming under this Article, each manufacturer or registrant shall pay to the Department of Agriculture and Consumer Services tonnage fees in addition to registration fees as follows: for agricultural liming material, fifty cents (50¢) per ton; for landplaster, fifty cents (50¢) per ton; excepting that these fees shall not apply to materials which are sold to fertilizer manufacturers for the sole purpose for use in the manufacture of fertilizer or to materials when sold in packages of 10 pounds or less.

Any manufacturer, importer, jobber, firm, corporation or person who distributes materials coming under this Article in this State shall make application for a permit to report the materials sold and pay the tonnage fees as set forth in this section.

The Commissioner of Agriculture shall grant such permits on the following conditions: The applicant's agreement ~~that he will~~ to keep such records as may be necessary to indicate accurately the tonnage of liming materials, etc., sold in the State and ~~his~~ the applicant's agreement for the Commissioner or ~~this~~ the Commissioner's authorized representative to examine such records to verify the tonnage statement. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. The registrant shall report quarterly and pay the applicable tonnage fees quarterly, on or before the tenth day of October, January, April, and July of each year. The report and payment shall cover the tonnage of liming materials, etc., sold during the preceding quarter. The report shall be

on forms furnished by the Commissioner. If the report is not filed and the tonnage fees paid by the last day of the month in which it is due, or if the report be false, the amount due shall bear a penalty of ten percent (10%) which shall be added to the tonnage fees due. If the report is not filed and the tonnage fees paid within 60 days of the date due, or if the report or tonnage be false, the Commissioner may revoke the permit and cancel the registration."

SECTION 8.(b) G.S. 106-277.12 reads as rewritten:

"**§ 106-277.12. Records.**

All persons transporting or delivering for transportation, selling, offering or exposing for sale agricultural or vegetable seeds if their name appears on the label shall keep for a period of two years a file sample and a complete record of such seed, including invoices showing lot number, kind and variety, origin, germination, purity, treatment, and the labeling of each lot. The Commissioner or ~~his~~ the Commissioner's duly authorized agents shall have the right to inspect such records in connection with the administration of this Article at any time during customary business hours. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative."

SECTION 8.(c) G.S. 106-284.40(c)(2) reads as rewritten:

"(2) Keep such records as may be necessary or required by the Commissioner to indicate accurately the tonnage of commercial feed distributed in this State, and the Commissioner or ~~his~~ the Commissioner's duly designated agent shall have the right to examine such records during normal business hours, to verify statements of tonnage. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. Failure to make an accurate statement of tonnage or to pay the inspection fee or comply as provided herein shall constitute sufficient cause for the cancellation of all registrations on file for the distributor."

SECTION 8.(d) G.S. 106-671(b) reads as rewritten:

"(b) Reporting System. – Each manufacturer, importer, jobber, firm, corporation or person who distributes commercial fertilizers in this State shall make application to the Commissioner for a permit to report the tonnage of commercial fertilizer sold and shall pay to the North Carolina Department of Agriculture and Consumer Services an inspection fee of fifty cents (50¢) per ton. The Commissioner is authorized to require each such distributor to keep such records as may be necessary to indicate accurately the tonnage of commercial fertilizers sold in the State, and as are satisfactory to the Commissioner. Such records shall be available to the Commissioner, or ~~his~~ the Commissioner's duly authorized representative, at any and all reasonable hours for the purpose of making such examination as is necessary to verify the tonnage statement and the inspection fees paid. If the records are available electronically, the electronic records shall be made available to the Commissioner or the Commissioner's authorized representative. Each registrant shall report monthly the tonnage sold to non-registrants on forms furnished by the Commissioner. Such reports shall be made and inspection fees shall be due and payable monthly on the fifteenth of each month covering the tonnage and kind of commercial fertilizers sold during the past month. If the report is not filed and the inspection fee paid by the last day of the month it is due, the amount due shall bear a penalty of ten percent (10%), which shall be added to the inspection fee due. If the report is not filed and the inspection fee paid within 60 days of the date due, or if the report or tonnage be false, the Commissioner may revoke the permit."

TOBACCO TRUST FUND COMMISSION ADMIN EXPENSES

SECTION 9. G.S. 143-717(i) reads as rewritten:

"(i) Limit on Operating and Administrative Expenses. – All administrative expenses of the Commission shall be paid from the Fund. No more than ~~three hundred fifty thousand dollars ($350,000)~~ three hundred seventy-five thousand dollars ($375,000) may be used each fiscal year

for administrative and operating expenses of the Commission and its staff, provided that the Commission may annually adjust the administrative expense cap imposed by this subsection, so long as that any cap increase does not exceed the amount necessary to provide for statewide salary and benefit adjustments enacted by the General Assembly."

WORKERS' COMPENSATION DEFINITION CLARIFICATION

SECTION 10. G.S. 97-2 reads as rewritten:

"**§ 97-2. Definitions.**

When used in this Article, unless the context otherwise requires:

(1) Employment. – The term "employment" includes employment by the State and all political subdivisions thereof, and all public and quasi-public corporations therein and all private employments in which three or more employees are regularly employed in the same business or establishment or in which one or more employees are employed in activities which involve the use or presence of radiation, except agriculture and domestic services, unless 10 or more full-time nonseasonal agricultural workers are regularly employed by the employer and an individual sawmill and logging operator with less than 10 employees, who saws and logs less than 60 days in any six consecutive months and whose principal business is unrelated to sawmilling or logging. For purposes of this section, "agriculture" has the same meaning as in G.S. 106-581.1.

…."

CREATE A NEW GENERAL PERMIT FOR FARMS WITH FARM DIGESTER SYSTEMS

SECTION 11.(a) G.S. 143-213 reads as rewritten:

"**§ 143-213. Definitions.**

Unless the context otherwise requires, the following terms as used in this Article and Articles 21A of this Chapter are defined as follows:

…

(5a) The terms "animal waste" and "animal waste management system" have the same meaning as in G.S. 143-215.10B.

…

(12a) The term "farm digester system" means a system, including all associated equipment and lagoon covers, by which gases are collected and processed from an animal waste management system for the digestion of animal biomass for use as a renewable energy resource. A farm digester system shall be considered an agricultural feedlot activity within the meaning of "animal operation" and shall also be considered a part of an "animal waste management system" as those terms are defined in G.S. 143-215.10B.

(12b) The term "lagoon cover" means a structure or material that covers a lagoon receiving animal waste as part of an animal waste management system. For purposes of this subdivision, the term "lagoon" includes a lagoon as defined in G.S. 106-802(1) or a storage pond.

…

(14a) The term "renewable animal biomass energy resource" means any renewable energy resource, as defined in G.S. 62-133.8(a)(8), that utilizes animal waste as a biomass resource, including a farm digester system.

…."

SECTION 11.(b) G.S. 143-215.10C reads as rewritten:

"**§ 143-215.10C. Applications and permits.**

(a) No person shall construct or operate an animal waste management system for an animal operation or operate an animal waste management system for a dry litter poultry facility that is required to be permitted under 40 Code of Federal Regulations § 122, as amended at 73 Federal Register 70418 (November 20, 2008), without first obtaining an individual permit or a general permit under this Article. The Commission shall develop a system of individual and general permits for animal operations and dry litter poultry facilities based on species, number of animals, and other relevant factors. The Commission shall develop a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system. It is the intent of the General Assembly that most animal waste management systems be permitted under a general permit. The Commission, in its discretion, may require that an animal waste management ~~system~~ system, including an animal waste management system that utilizes a farm digester system, be permitted under an individual permit if the Commission determines that an individual permit is necessary to protect water quality, public health, or the environment. After the general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system has been issued, the decision to require an individual permit shall not be based solely on the fact that the animal waste management system utilizes a farm digester system. The owner or operator of an animal operation shall submit an application for a permit at least 180 days prior to construction of a new animal waste management system or expansion of an existing animal waste management system and shall obtain the permit prior to commencement of the construction or expansion. The owner or operator of a dry litter poultry facility that is required to be permitted under 40 Code of Federal Regulations § 122, as amended at 73 Federal Register 70418 (November 20, 2008), shall submit an application for a permit at least 180 days prior to operation of a new animal waste management system.

…

(c) The Commission shall act on a permit application as quickly as possible and may conduct any inquiry or investigation it considers necessary before acting on an application.

(c1) Failure of the Commission to make a final permitting decision involving a notice of intent for a certificate of coverage under a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system within 90 days of the Commission's receipt of a completed notice of intent shall result in the deemed approval of coverage under the permit. If the Commission fails to act within 90 days of the Commission's receipt of a completed notice of intent, the permittee may request that the Commission provide written confirmation that the notice of intent is deemed approved. Failure to provide this written confirmation within 10 days of the request shall serve as a basis to seek a contested case hearing pursuant to Article 3 of Chapter 150B of the General Statutes. Unless all parties to the case agree otherwise in writing, the administrative law judge shall issue a final decision or order in the contested case no later than 120 days after its commencement pursuant to G.S. 150B-23; provided that, upon written request of the administrative law judge or any party to the hearing, the Chief Administrative Law Judge may extend this deadline for good cause shown, no more than two times, for not more than 30 days per extension. Upon review of a failure to act on a notice of intent, the administrative law judge may either (i) direct the Commission to issue a written certificate of coverage under the general permit or (ii) deny the petition.

…."

SECTION 11.(c) For purposes of this section, the following definitions apply:

(1) "Certificate of coverage" means an approval granted to a person who meets the requirements of coverage under a general permit as provided in 15A NCAC 02T .0111 (Conditions for Issuing General Permits).

(2) "Commission" means the Environmental Management Commission.

(3) "Notice of intent" means a request for coverage under a general permit using forms approved by the Division of Water Resources of the Department of Environmental Quality.

SECTION 11.(d) The Commission shall immediately initiate the process of developing and issuing a general permit for animal operations that includes authorization for the permittee to construct and operate a farm digester system. In addition to conditions required to describe and authorize the construction, monitoring, and proper operation of farm digester systems, the general permit shall contain the same conditions that are included in the currently existing general permits for animal operations. The general permit shall become effective no later than 12 months after the effective date of this section and shall expire on the later of September 30, 2024, or the effective date of the next version of the currently existing general permit for animal operations.

SECTION 11.(e) Until the general permit issued under subsection (d) of this section becomes effective, any animal operation that holds a general or individual permit that (i) is in effect on the effective date of this section and (ii) authorizes the construction and operation of a farm digester system may construct and continue to operate the farm digester system as authorized by that permit. For any animal operation that holds a general or individual permit that is in effect on the effective date of this section, but that does not authorize the construction and operation of a farm digester system, an operator may submit a notice of intent to be covered under the general permit to be developed under subsection (d) of this section. If the submitted notice of intent is incomplete, the Commission shall notify the applicant of the deficiency in the notice of intent. When an operator submits a completed notice of intent, the Commission shall, within 90 days of receipt of the completed notice of intent, either issue a certificate of coverage allowing the operator to construct and operate the farm digester system or notify the operator of the basis for the denial of the certificate of coverage. If the Commission fails to take action on the notice of intent within 90 days, authorization to construct and operate a farm digester system under the existing general permit shall be deemed approved.

SECTION 11.(f) Nothing in this section shall apply to permits for facilities that are required to be permitted under 40 C.F.R. § 122, as amended at 73 Federal Register 70418 (November 20, 2008).

SECTION 11.(g) G.S. 106-806 reads as rewritten:

"**§ 106-806. Construction or renovation of swine houses at preexisting swine farms.**

(a) As used in this section, the following definitions apply:

(1) "Farm digester system" means a farm digester system as defined in G.S. 143-213(12a).

(2) "New swine farm" means any swine farm the operations of which were sited on or after October 1, 1995. "New swine farm" does not include any preexisting swine farm, even if a subsequent site evaluation is performed on or after October 1, 1995, at the preexisting swine farm.

~~(2)~~(3) "Preexisting swine farm" means any swine farm either the operations of which were begun prior to October 1, 1995, or the site evaluation of which was approved prior to October 1, 1995, by the Department of Environmental Quality under Part 1A of Article 21 of Chapter 143 of the General Statutes.

~~(3)~~(4) "Renovation or construction," "renovated or constructed," and any similar phrase mean any activity to renovate, construct, reconstruct, rebuild, modify, alter, change, restructure, upgrade, improve, enlarge, reduce, move, or otherwise perform construction work on a swine house that is a component of a swine farm.

…

(e) Notwithstanding any other provision of this Article, a farm digester system that is a component of a preexisting swine farm may be constructed or renovated if the construction or renovation of the farm digester system satisfies all of the following requirements:

(1) The construction or renovation of the farm digester system does not result in an increase in the permitted capacity of the swine farm, as measured by the annual steady state live weight capacity of the swine farm.

(2) The construction or renovation of the farm digester system does not result in requiring an increase in the total permitted capacity of the animal waste management system or systems located at the swine farm.

(3) The construction or renovation of the farm digester system shall comply with the siting requirements set out in G.S. 106-803 to the maximum extent practicable. Except as provided in subsection (c) of this section, construction or renovation of the farm digester system shall not result in any portion of the constructed or renovated farm digester system being located closer to the building, property, or well that is the object of the siting requirement than any existing component of the animal waste management system that fails to meet the siting requirements of G.S. 106-803.

(4) Renovation or construction of a farm digester system shall not be allowed in the 100-year floodplain."

SECTION 11.(h) G.S. 105-275(8) is amended by adding a new sub-subdivision to read:

"a2. Notwithstanding sub-subdivision a1. of this subdivision, sub-subdivision a. of this subdivision applies to a farm digester system as defined in G.S. 143-213(12a)."

SECTION 11.(i) This section is effective when it becomes law.

CLARIFY THE DURATION OF DRIVERS LICENSES FOR H-2A WORKERS

SECTION 12.(a) G.S. 20-7(f)(3) reads as rewritten:

"(3) Duration of license for certain other drivers. – The durations listed in subdivisions (1), (2) and (2a) of this subsection are valid unless the Division determines that a license of shorter duration should be issued when the applicant holds valid documentation issued by, or under the authority of, the United States government that demonstrates the applicant's legal presence of limited duration in the United States. In no event shall a license of limited duration expire later than the expiration of the authorization for the applicant's legal presence in the United States. A drivers license issued to an H-2A worker expires three years after the date of issuance of the H-2A worker's visa; provided, if at any time during that three-year period an H-2A worker's visa duration is not extended by United States Citizenship and Immigration Services, the license expires on the date the H-2A worker's visa expires. For purposes of this subdivision, the term "H-2A worker" means a foreign worker who holds a valid H-2A visa pursuant to the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)(H)(ii)(a)) and who is legally residing in this State."

SECTION 12.(b) This section is effective when it becomes law and applies to applications for licenses submitted on or after that date.

AG COST SHARE TECHNICAL CORRECTION

SECTION 13A. G.S. 106-850(b)(2) reads as rewritten:

"(2) The program shall ~~initially include the present 16 nutrient sensitive watershed counties and 17 additional counties.~~include the entire State."

SEVERABILITY CLAUSE AND EFFECTIVE DATE

SECTION 14.(a) If any provision of this act or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications

of this act that can be given effect without the invalid provision or application, and, to this end, the provisions of this act are declared to be severable.

SECTION 14.(b) Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 30th day of June, 2021.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Destin Hall
Presiding Officer of the House of Representatives

s/ Roy Cooper
Governor

Approved 12:05 p.m. this 2nd day of July, 2021

LEE COUNTY
AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION ORDINANCE

BE IT ORDAINED by the Board of Commissioners of the County of Lee:

ARTICLE I
TITLE

An Ordinance of the Board of County Commissioners of LEE COUNTY, NORTH CAROLINA, entitled "AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION ORDINANCE."

ARTICLE II
AUTHORITY

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the N.C.G.S. §§106-735 through 106-744 and Chapter 153A.

ARTICLE III
PURPOSE

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and, more specifically, increase identity and awareness in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture, and forestry; and decrease the likelihood of legal disputes, such as nuisance actions, between farm owners and their neighbors. This Ordinance shall repeal and replace the Voluntary Agricultural District Ordinance enacted February 18, 2013.

This Ordinance establishes a Voluntary Agricultural District ("VAD") and Enhanced Voluntary Agricultural District Program ("EVAD"), which provide the following benefits:

- Preserves and maintains agricultural areas in the county.
- Informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, and smells, which may avoid conflicts between neighbors and potential nuisance claims.
- Gives the farming community an enhanced voice in Lee County Commissioners' decisions affecting farmland.

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- Conserves open space and natural resources as the county's population and development expand.
- Farmer participation in the program is voluntary and the farmer may terminate his/her participation at any time.

ARTICLE IV
DEFINITIONS

The following are defined for purposes of this Ordinance:

Advisory Board: Lee County Agricultural Advisory Board.
Board of Commissioners: Lee County Board of Commissioners.
Chairperson: Chairperson of the Lee County Agricultural Advisory Board.
District: Voluntary Agricultural District as established by this Ordinance.
Nonfarm Use: Any use of land that does not qualify as bona fide farm use.
Conservation Agreement: as defined in N.C.G.S. § 121-35
Voluntary Agricultural District: as defined in N.C.G.S. § 106-738
Enhanced Voluntary Agricultural District: as defined in N.C.G.S. § 106-743.1

ARTICLE V
AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners establishes the Lee County Agricultural Advisory Board to implement the provisions of this program.

B. Membership

1. The Agricultural Advisory Board shall consist of no less than seven (7) voting members and an unlimited number of ex officio members. The members of the Agricultural Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to represent, to the extent possible, all segments of agricultural production existing within Lee County.

2. Each Agricultural Advisory Board member, except those serving in an ex-officio capacity, shall be a Lee County resident or landowner.

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3. A majority of board membership shall be actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This determination shall be made without reference to ex-officio members.

4. All members of the Agricultural Advisory Board shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.

5. Additional members may be appointed to the Agricultural Advisory Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count toward quorum requirements. All members shall be appointed by the Lee County Board of Commissioners.

C. Tenure

Agricultural Advisory Board members currently appointed to serve, will continue to serve their terms and any vacancies will be filled by the Lee County Board of Commissioners. All new appointees shall serve terms of four (4) years.

D. Vacancies

Any vacancy of a member appointed by the Board of Commissioners shall be filled by the Board of Commissioners for the remainder of the unexpired term.

E. Removal

Any member of the Agricultural Advisory Board may be removed by the Board of Commissioners upon a majority vote of the Commissioners. No cause for removal shall be required.

F. Advisory Board Procedure

The Agricultural Advisory Board procedures will be established in Bylaws to be established and approved by the Agricultural Advisory Board. The Advisory Board shall use the Lee County fiscal year as its meeting year.

G. Duties of Agricultural Advisory Board

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By approval of this Ordinance, the Lee County Board of Commissioners has delegated authority pursuant to N.C.G.S. §106-739(a)(1) to the Agricultural Advisory Board to:

- Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland into the Voluntary Agricultural Districts and make decisions concerning the establishment and modification of Voluntary Agricultural Districts and enroll qualifying farms into agricultural districts.
- Notify Lee County GIS of all established Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts.
- Make recommendations concerning the establishment and modification of Voluntary Agricultural Districts, Enhanced Voluntary Agricultural Districts or Conservation Agreements or Conservation Easements.
- Execute agreements with landowners necessary for the enrollment of land in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District.
- Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of any qualifying farm.
- Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities or way of life within the county.
- Review and make recommendations concerning proposed amendments to this ordinance.
- Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners.
- Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.
- Consider development of a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners.

ARTICLE VI
IMPLEMENTATION OF
VOLUNTARY AGRICULTURAL DISTRICTS

A. Purpose

The purpose of establishing a Voluntary Agricultural District is to increase identity and awareness in the agricultural community and way of life, decrease the likelihood of legal disputes and encourage an interest in the protection of farmland.

B. Participation

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Landowners wishing to participate in the Voluntary Agricultural District may apply as provided in this ordinance. Participation is voluntary.

C. General Requirements for Voluntary and Enhanced Voluntary Agricultural Districts

In addition to the requirements in Article VIII 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 (ten) acres of land for field crops or livestock or
  (c) 20 (twenty) acres of forestry production with a forestry management plan or
  (d) In the event a landowner has multiple tracts of qualifying farmland that are eligible and those tracts are located within one mile or less of each other, then they may comprise a Voluntary Agricultural District.
- All Landowner(s) requesting inclusion in the VAD and EVAD shall execute a conservation agreement with the Lee County Agricultural Advisory Board. Said agreement shall be in a form which is reviewed and approved by the Agricultural Advisory Board for the specified type of Agricultural District for which the Landowner is making application.
- The VAD and EVAD programs are completely voluntary, and landowners agree to be bound by the terms of their conservation agreement and this ordinance.
- All conservation agreements for VAD and EVAD must be recorded in the Lee County Register of Deeds.

ARTICLE VII
IMPLEMENTATION OF
ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

A. Purpose

The purpose of establishing an Enhanced Voluntary Agricultural District is to provide additional benefits to farmland beyond what is available to the Voluntary Agricultural Districts, when the owner of the farmland agrees to a conservation agreement pursuant to N.C.G.S. § 106-743.2. The conservation agreement shall be between the Lee County Agricultural Advisory Board and the landowner and shall be irrevocable for a period of at least ten (10) years from the date of execution. At the end of its term, a conservation agreement shall automatically renew for a term of three (3) years, unless 30 days' advance written notice of termination is given by either party.

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B. Requirements of Enhanced Voluntary Agricultural Districts

All provisions above concerning Voluntary Agricultural Districts apply to the Enhanced Voluntary Agricultural District; therefore, all procedural requirements above and all benefits granted to Voluntary Agricultural Districts above apply to the Enhanced Voluntary Agricultural Districts.

C. Additional Benefits of Enhanced Voluntary Agricultural Districts

a. Property that is subject to the conservation agreement pursuant to N.C.G.S. § 106-743.2 that remains in effect may receive up to twenty-five (25) percent of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under N.C.G.S. § 160D-903. A farmer seeking to benefit from this, shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five (25) percent of its gross sales.

b. A person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect is eligible under N.C.G.S. § 106-850(b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Article 72 of chapter 106 of the North Carolina General Statutes, for funds to benefit that farmland.

c. State departments, institutions or agencies that award grants to farmers are encouraged to give priority consideration to any person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect.

ARTICLE VIII
CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

In order for farmland to qualify for inclusion in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District, it must be real property that meets all of the following requirements:

1. The real property must be used for bona fide farm purposes, as that term is defined in N.C.G.S. §§ 106-737, 106-743.4(a) and 160D-903.
2. The real property must be managed, if highly erodible land exists on the farm, in accordance with the Natural Resource Conservation Service's defined erosion-control practices for highly erodible land.
3. The real property must be the subject of a conservation agreement as defined in N.C.G.S. §121-35 in accordance with N.C.G.S. § 106-737 and §106-743.4 between the county and

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the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable municipal and county zoning and subdivision regulations. The form of the conservation agreements shall be approved by the Agricultural Advisory Board created under N.C.G.S. § 106-739.

4. The real property must be located in the unincorporated area of Lee County, unless a municipality of the County has by resolution requested that this Article be applicable within that municipality and such request has been formally granted by Lee County.

ARTICLE IX
CONSERVATION AGREEMENTS FOR VAD AND EVAD

For purposes of this program, "conservation agreement" means a right, whether or not stated in the form of a restriction, reservation, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land or improvement thereon or in any order of taking, appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs or other vegetation, (iv) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (v) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (vi) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (vii) other acts or uses detrimental to such retention of land or water areas.

Conservation Agreements as required by N.C.G.S. §§106-737 and 106-743.2 and defined in N.C.G.S. §121-35 suited to each district type (VAD or EVAD) must be executed for participation in the program for VAD and EVAD. All Conservation Agreements must be recorded with the Lee County Register of Deeds.

ARTICLE X
APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Requirements to participate

In order for farmland to qualify for a VAD and EVAD, it must be real property that meets all of the following requirements in Article VI-C above:

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B. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program or Enhanced Voluntary Agricultural District by submitting an application to the Lee County Cooperative Extension. The application shall be on forms provided by Lee County Cooperative Extension and approved by the Agricultural Advisory Board and shall designate whether the application is for VAD or EVAD.

C. Approval Process

Upon receipt of an application, the County Extension Director will forward copies to the members of the Agricultural Advisory Board and all ex officio members for their evaluation.

The Agricultural Advisory Board shall meet within ninety (90) days of receipt of a completed application to determine if the application meets the minimum requirements established by this ordinance. The chairperson shall notify the applicant by first class mail of approval or disapproval within fifteen (15) days.

D. Appeal

If the Advisory Board determines an application does not meet the requirements of this ordinance, the applicant shall have sixty (60) days to appeal the decision to the Lee County Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

ARTICLE XI
NOTIFICATION AFTER ESTABLISHMENT

A. Public Awareness

Upon approval of a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, the County Extension Director shall provide notification of said District to the following:

- Notification shall be mailed to the property owner / applicant by first class mail, to the Lee County Register of Deeds, the Lee County Tax Office and Lee County GIS Department.
- The Lee County Tax Department/GIS Mapping shall maintain maps of approved Districts within the Lee County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half (1/2) mile of the property line of any tract of land enrolled in a VAD or EVAD.
- The mapping information shall provide notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one half (1/2)

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mile of the property line of any tract in a VAD or EVAD. This mapping information may be viewed by accessing the Lee County GIS website.

- In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this ordinance.
- In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or VAD or EVAD as defined in this Ordinance.
- In no event shall any cause of action arise out of the failure of a person licensed under N.C.G.S. Chapters 93A or 93 E for failure to report to any person the proximity of a tract to a qualifying farm or VAD or EVAD.

B. Signage

Lee County may, in its discretion, place signs identifying approved VAD or EVAD along major roads that pass through or next to those districts. Members of the Voluntary or Enhanced Voluntary Agricultural Districts have the privilege of posting signs on their individual farms denoting their Agricultural District membership. Signs must be placed on the landowner's property outside of any right-of-way or easements and shall conform to Chapter 11, Sign Regulations, of the Lee County Zoning Ordinance.

ARTICLE XII
REVOCATION AND ENFORCEMENT, TRANSFER OF LAND, AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

For VAD: A landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to this ordinance by providing thirty (30) days advance written notice to the Agricultural Advisory Board. The Agricultural Advisory Board may revoke a landowner's participation in the Voluntary Agricultural District based on noncompliance by the landowner by giving the landowner thirty (30) days advance written notice. Revocation shall result in loss of qualifying farm status. A landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Voluntary Agricultural District program.

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For EVAD: Conservation Agreements for land in EVADs are irrevocable for a period of ten years. Enforcement of the terms of the conservation agreement may be through an action for injunctive relief and/or damages in the General Courts of Justice for Lee County, North Carolina. The County may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the conservation agreement. The right to terminate program benefits is in addition to any legal rights that the County may have under either this Article or the terms of the applicable conservation agreement. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Agricultural Advisory Board shall revoke the EVAD conservation agreement for cause, the landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Enhanced Voluntary Agricultural District program.

B. Transfer of Land

For VAD: Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale, or gift shall not revoke the Conservation Agreement unless the land no longer meets the requirements contained in this ordinance. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

For EVAD: Transfers of land in an Enhanced Voluntary Agricultural District due to the death of the landowner, sale, or gift shall not revoke the conservation agreement. The conservation agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the conservation agreement.

C. Renewal of Conservation Agreements

For VAD: Conservation agreements for VADs shall automatically renew for subsequent ten (10) year terms unless either the landowner or the Agricultural Advisory Board provides written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

For EVAD: Conservation agreements for EVADS shall automatically renew for an additional three (3) years in perpetuity, unless the landowner or the Agricultural Advisory Board provides

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written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

D. Term

For VAD: The duration of a VAD conservation agreement shall be for ten (10) years.
For EVAD: The duration of an EVAD conservation agreement shall be irrevocable for ten (10) years.

ARTICLE XIII
PUBLIC HEARINGS ON CONDEMNATION OF FARMLAND

A. Purpose

Pursuant to N.C.G.S. §106-740, no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District until such agency or unit has requested the Agricultural Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

Upon receiving a request to hold a hearing on the proposed condemnation, the Agricultural Advisory Board shall publish notice describing the proposed action in the appropriate newspaper of Lee County within ten (10) business days of the request and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty (30) days of receipt of the request.

The Agricultural Advisory Board shall meet to review:

1. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved.
2. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Agricultural Advisory Board shall consult with the Cooperative Extension Agricultural Agent(s), Natural Resources Conservation Service District Conservationist, and any other individuals, agencies, or organizations deemed by the Agricultural Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Agricultural Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The

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report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition by condemnation.

5. There will be a period of ten (10) days allowed for public comment on the report of the Agricultural Advisory Board.
6. After the ten (10) day period for public comment has expired, the Agricultural Advisory Board shall submit a final written report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the acquisition by condemnation.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision-making body of the agency proposing the acquisition shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Agricultural Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

C. Stay of condemnation action

The State, local government agency or governmental unit proposing to acquire property by condemnation may not formally initiate condemnation action while the proposed condemnation is properly before the Agricultural Advisory Board.

ARTICLE XIV

SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Major and minor subdivisions shall include a designation on all final subdivision plats, the existence of any and all Voluntary Agricultural and Enhanced Voluntary Agricultural Districts within one-half (½) aerial miles of the proposed development.

ARTICLE XV
COUNTY LAND-USE PLANNING

A. Duty of the Agricultural Advisory Board

It shall be the duty of the Agricultural Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners has delegated the authority to oversee county land-use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of Voluntary Agricultural Districts with the county's land-use planning activities and the county's land-use plan if one currently exists at the time this is enacted or when one is formed.

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ARTICLE XVI
CONSULTATION AUTHORITY

The Agricultural Advisory Board may consult with North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Agricultural Advisory Board deems necessary to properly conduct its business.

ARTICLE XVII
NORTH CAROLINA AGENCY NOTIFICATION

At least annually, Lee County Cooperative Extension **shall** submit a written report to the Office of the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

- Number of landowners enrolled
- Number of acres enrolled
- Number of acres certified during the reporting period
- Number of acres denied during the reporting period
- Number of acres for which applications are pending
- Copies of any amendments to this Ordinance
- Any other information the Advisory Board deems useful
- A copy of this report is available to the Board of Commissioners, Lee County Soil and Water Conservation District, Lee County Tax Department/GIS Mapping, Lee County Planning and Zoning Department and Lee County Forest Service.

ARTICLE XVIII
CONSERVATION EASEMENTS

The County will establish a policy governing landowner requests for conservation easements and will encourage and promote conservation easements in its educational materials.

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ARTICLE XIX
LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Lee County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

D. Notice

A copy of this ordinance, once adopted, shall be recorded with the Commissioner of the N.C. Department of Agriculture and Consumer Services.

ARTICLE XX
ENACTMENT

The Lee County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this the _____ day of _____, 202_____.

_____

Chairperson

ATTEST:

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_____

Clerk to Board of Commissioners

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ITEM #: V.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Planning Board recommendation on zoning map amendment

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Planning Administrator

TYPE: Action Item

REQUEST	Rezone 1.04+/- acres off of Sunset Drive from Light Industrial (LI) to Residential Agricultural (RA).
BUDGET IMPACT	N/A
ATTACHMENTS	001-REZ@(V)Sunset Dr-BINDER.pdf
PRIOR BOARD ACTION	Public hearing held on February 17, 2025.
RECOMMENDATION	Consider the Planning Board's recommendation and vote.

SUMMARY

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

LEE COUNTY
BOARD OF COMMISSIONERS
PLANNING BOARD RECOMMENDATION
ZONING MAP AMENDMENT / REZONING APPLICATION, PB ITEM 2025-0201
March 3, 2025

PLANNING BOARD RECOMMENDATION

The Planning Board met on February 17th after the public hearing was held and **recommended that the Commissioners approve the request** to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner.

In making this recommendation, the board acknowledged that the proposed zoning map amendment is not consistent with the *Plan SanLee* land use designation of Maker District because this place type does not include industrial zoning or industrial land uses; however, the existing unpaved access road does not make the site conductive to commercial development.

Topics of discussion included the following:

- the site was developed with a house in the past, prior to zoning being adopted by Lee County, and has not been redeveloped since the house was demolished and/or removed
- the site does not front Hawkins Avenue
- the roads in this area are basically wide gravel driveways that are maintained by the area property owners (i.e., the applicant & his family)
- the existing unpaved access road does not make the site conductive to commercial development.
- the site appears to be able to be served by public water and a private septic system
- this site was included in a mapped subdivision plat for a residential subdivision recorded many years ago that did not develop
- the *Plan SanLee* long-range land use plan is intended to serve as a guide, but is not a perfect document and may not take all of the attributes of the site into consideration

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

Sample Motions

VOTE #1: APPROVE A STATEMENT ON CONSISTENCY WITH THE *PLAN SANLEE* AS IT RELATES TO THIS REZONING REQUEST:

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

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

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

VOTE #2: TO APPROVE OR DENY THE REZONING REQUEST:

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

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

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

INFORMATION INCLUDED WITH THE FEBRUARY 17, 2025 STAFF REPORT

REQUEST

Mr. William (Bill) Gordon would like to rezone two adjoining tracts of land totaling 1.04 acres +/- with frontage on Sunset Drive from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. Mr. Gordon and his brother, Timothy (Tim) Gordon, inherited this property from their parents and the intention at this time is to allow his nephew to establish his home on this site, which is a short distance from Mr. Gordon's house at 3201 Hawkins Avenue and his brother's house at 3147 Sunset Drive. There was a house on this site approximately 34 years ago that is visible in 1991 and 1983 GIS aerial images. The Gordon's have already purchased a new double-wide mobile home from Country Fair Homes and only discovered that the property was zoned Light Industrial (LI) when the mobile home company attempted to secure zoning approval for a Mobile Home Set-Up Permit to place the home on site. Therefore, this rezoning request has been submitted for your consideration. This is a standard general use rezoning request, as opposed to a conditional rezoning request; therefore, no site plan/subdivision plans or building plans are required as part of the rezoning request.

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

GENERAL INFORMATION

Applicant:	William (Bill) A. Gordon. Jr.
Property Owner:	William (Bill) A. Gordon. Jr.
Request:	Light Industrial (LI) to Residential Agricultural (RA)
Location:	North side of Sunset Drive, to the rear/west of 3211 Hawkins Avenue
Acreage:	1.04 acres +/-
Tax Parcels:	9644-47-2965-00 and 9644-47-1938-00
Township:	West Sanford
Commissioner Dist.:	2
Fire District:	Northview Fire Department
Schools:	Deep River Elementary | East Lee Middle School | Lee Senior High School
Deed References:	Deed Book 304, Page 743; Deed Book 304, Page 195; Deed Book 526 Page 493; Deed Book 318, Page 712
Plat References:	Plat Cabinet 2024, Slide 204 and Plat Cabinet 2, Slide 483

SITE DESCRIPTION

The site is in northwestern Lee County in the Northview community. It is on the northern side of Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving houses at 3201 Hawkins Avenue and 3147 Sunset Drive, and is located to the rear/west of 3211 Hawkins Avenue. The majority of this site was included in Sunset Hills (lots 47-80), a residential subdivision that was proposed in 1951, but never fully developed. The recorded survey plat for this subdivision is included in the staff report for your reference. There is a house on this site that is visible on GIS aerial images dated 1983 and 1991.

ZONING DISTRICT INFORMATION

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

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

Minimum lot size:	None listed
Minimum lot width:	80ft
Minimum lot depth:	100ft
Minimum building setback, front:	30ft, measured from the r/o/w of the public street
Minimum building setback, rear:	Determined by the required landscape buffer yard width
Minimum building setback, side(s):	Determined by the required landscape buffer yard width
Maximum building height:	N/A
Maximum impervious surface:	80% for commercial development that is not within a watershed.

Examples of uses permitted by right within the LI zoning district include computer & software sales, convenience store (with and without gas sales), dry cleaning & laundry, farm, landscape & garden supply

sales (with and without outdoor storage), finance & insurance services, florist, hardware, home centers, lumber yard (with and without outdoor storage), motor vehicle repair & service, motor vehicle towing, office buildings, pharmacy & drug store (with or without a drive through facility), printing & publishing services, real estate sales, rental & leasing, services to buildings & dwellings (extermination, janitorial, landscaping, carpet & upholstery cleaning, packing & crating, etc. – with or without outside storage), contractor's office (without outdoor storage), fitness gyms & health spas, religious complex & church, schools (continuing education), electrical equipment, appliance & components manufacturing, finished nonmetallic & mineral products (brick, refractories, ceramics, glass, cement, etc.), manufactured housing manufacturing, metal manufacturing (including or excluding smelting operations), pharmaceutical manufacturing, textile mills & apparel manufacturing, and warehouses. There is a list of all of the permitted uses for this zoning district within the agenda packet for your reference.

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

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

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

Adjacent Zoning

North:	Light Industrial (LI)
South:	Light Industrial (LI), opposite Sunset Drive
East:	Highway Commercial (HC)

West: Residential Agricultural (RA), opposite High Street, a mapped right-of-way off of Sunset Drive that is developed with a private driveway serving a house at 3201 Hawkins Avenue

Adjacent Land Uses

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

PLAN SANLEE

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

LOCAL OVERLAY DISTRICTS

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

UTILITIES

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

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

TRANSPORTATION

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

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

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

DEVELOPMENT STANDARDS

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

STAFF ANALYSIS

The *Plan SanLee* land use plan designation of Maker District is not supportive of residential zoning or residential land uses. However, it is up to the Board of Commissioners to determine how the County should grow and if they are comfortable with industrial zoning and land uses at this location.

Additional information presented at the public hearing should also be considered in the recommendation and the final decision regarding the requested zoning map amendment.

PLANNING BOARD RECOMMENDATION

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

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

Sample Motions

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

VOTE #1: APPROVE A STATEMENT ON CONSISTENCY WITH THE *PLAN SANLEE* AS IT RELATES TO THIS REZONING REQUEST:

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

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

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

VOTE #2: TO RECOMMEND TO APPROVE OR DENY THE REZONING REQUEST:

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

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

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

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

WHEREAS, a request to amend the Official Zoning Map has been received from William Gordon to rezone two adjoining tracts of land located to the rear/west of 3211 Hawkins Avenue, totaling 1.04 acres +/- with frontage on Sunset Drive (a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway) and identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, from Light Industrial (LI) to Residential Agricultural (RA); and,

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

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on February 17, 2025 to receive citizen input on the requested zoning map amendment; and

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

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

The Official Zoning Map is hereby amended to rezone two adjoining tracts of land located to the rear/west of 3211 Hawkins Avenue, totaling 1.04 acres +/- with frontage on Sunset Drive (a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway) and identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, from Light Industrial (LI) to Residential Agricultural (RA). See Exhibit A.

In making this decision, the Lee County Board of Commissioners hereby determined that the request is not consistent with the *Plan SanLee* land use designation of Maker District because this place type does not include industrial zoning or industrial land uses. The request is, however, reasonable given the location of the site on Sunset Drive within an older residential subdivision that was not fully developed.

ADOPTED this the 3rd day of March 2025.

_____

Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

_____

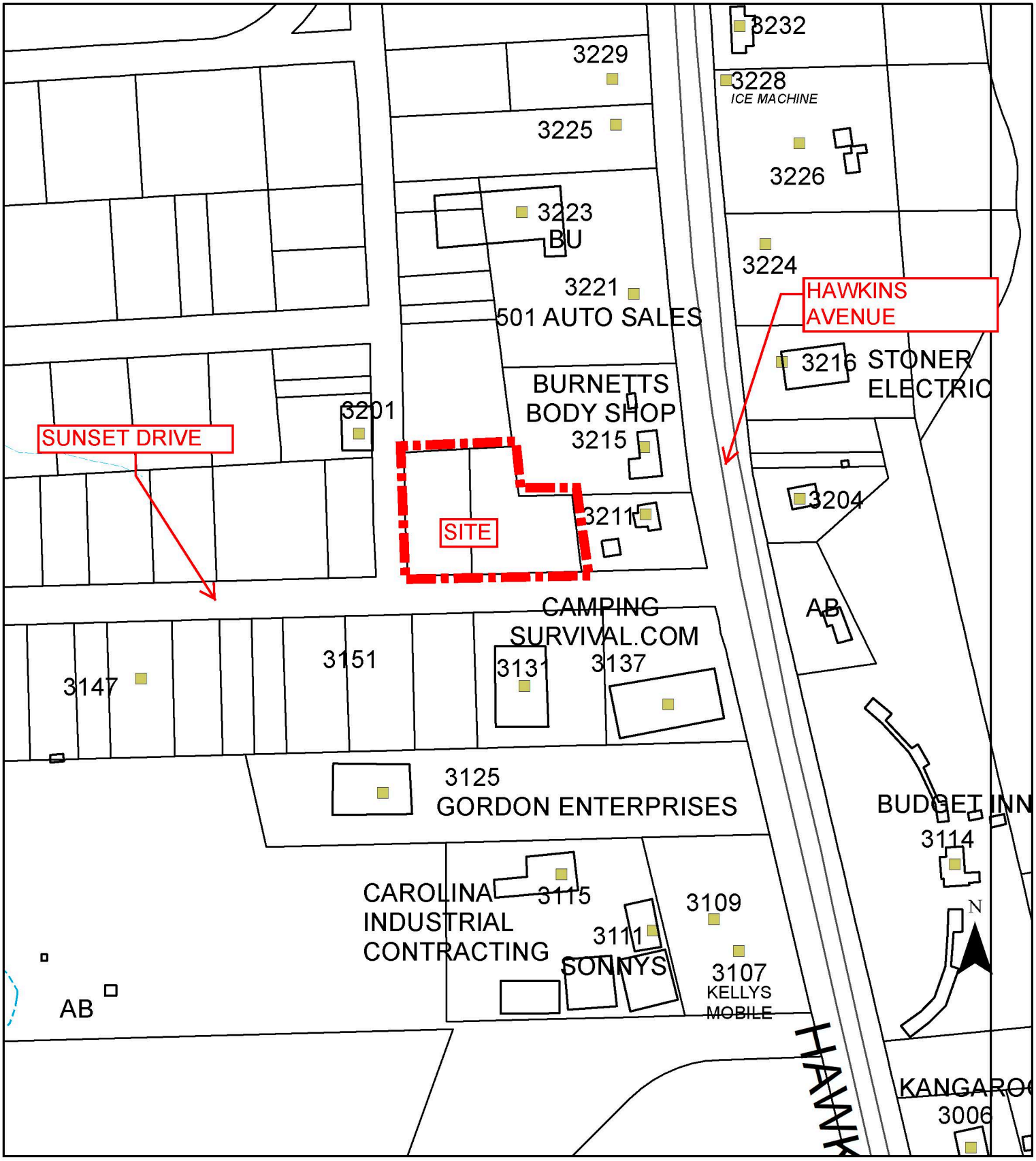
Hailey Hall, Clerk to the Board

APPROVED AS TO FORM:

_____

Whitney Parrish, Lee County Attorney

EXHIBIT A



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

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

ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Lee County EMS Franchise Service

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Adopt Updated Resolution Establishing the Lee County Ambulance Advisory Committee.
BUDGET IMPACT	TBD
ATTACHMENTS	N.C. Gen. Stat. _ 153A-46.pdf N.C. Gen. Stat. _ 153A-250.pdf Resolution Establishing Ambulance Advisory Committee 8.3.1981.pdf 2021-6 RESOLUTION Updating the Establishment of the Lee County Ambulance Ad.pdf Resolution for Ambulance Committee 3.3.25.pdf EMS Memo 3.3.25 Final.pdf
PRIOR BOARD ACTION	- The County's original franchise agreement (adopted in 2021) with FirstHealth of the Carolinas, Inc. will expire June 30, 2026. Per the terms of this contract, the County will pay a rate of $893,260 for the period of July 1, 2024 - June 30, 2025 and a rate of $946,858.00 for the period of July 1, 2025 - June 30, 2026 not inclusive of the addition of the addendum service provided below. - An addendum was adopted in October 2022 to add an additional Advanced Life Support vehicle at a rate of $132,606 (subject to a 6% annual increase beginning in year 2).

RECOMMENDATION	Adopt updated Resolution establishing the Lee County Ambulance Advisory Committee.

SUMMARY

A representative of FirstHealth will be present at the March 3, 2025 Board of Commissioners meeting to provide a summary of service data, successes/challenges during the contract period and service level overview. The EMS Franchise service agreement with FirstHealth is set to expire June 30, 2026. The process for a new contract period will require convening the Ambulance Advisory Committee, commencement of a request for proposals, review and recommendation by the Committee, public hearings and entry of a new contract to ensure the continuity of service. The attached memo provides a brief summary of the history, process, and proposed timeline. Staff will follow the presentation by FirstHealth with information to consider on the future outlook for EMS in Lee County and solicit feedback to consider in the next contract period and beyond.

N.C. Gen. Stat. § 153A-46

Current through Session Laws 2024-58 of the 2024 Regular Session of the General Assembly, but does not reflect possible future codification directives from the Revisor of Statutes pursuant to G.S. 164-10.

General Statutes of North Carolina > Chapter 153A. Counties. (Arts. 1 — 24) > Article 4. Form of Government. (Pts. 1 — 4) > Part 3. Organization and Procedures of the Board of Commissioners. (§§ 153A-39 — 153A-57)

§ *153A-46*. Franchises.

No ordinance making a grant, renewal, extension, or amendment of any franchise may be finally adopted until it has been passed at two regular meetings of the board of commissioners. No such grant, renewal, extension, or amendment may be made except by ordinance.

History

1973, c. 822, s. 1.

General Statutes of North Carolina
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End of Document

N.C. Gen. Stat. § 153A-250

Current through Session Laws 2024-58 of the 2024 Regular Session of the General Assembly, but does not reflect possible future codification directives from the Revisor of Statutes pursuant to G.S. 164-10.

General Statutes of North Carolina > Chapter 153A. Counties. (Arts. 1 — 24) > Article 13. Health and Social Services. (Pts. 1 — 3) > Part 1. Health Services. (§§ 153A-247 — 153A-254)

§ *153A-250*. Ambulance services.

(a) A county may by ordinance franchise ambulance services provided in the county to the public at large, whether the service is based inside or outside the county. The ordinance may:

(1) Grant franchises to ambulance operators on terms set by the board of commissioners;

(2) Make it unlawful to provide ambulance services or to operate an ambulance in the county without such a franchise;

(3) Limit the number of ambulances that may be operated within the county;

(4) Limit the number of ambulances that may be operated by each franchised operator;

(5) Determine the areas of the county that may be served by each franchised operator;

(6) Establish and from time to time revise a schedule of rates, fees, and charges that may be charged by franchised operators;

(7) Set minimum limits of liability insurance for each franchised operator;

(8) Establish other necessary regulations consistent with and supplementary to any statute or any Department of Health and Human Services regulation relating to ambulance services.

Before it may adopt an ordinance pursuant to this subsection, the board of commissioners must first hold a public hearing on the need for ambulance services. The board shall cause notice of the hearing to be published once a week for two successive weeks before the hearing. After the hearing the board may adopt an ordinance if it finds that to do so is necessary to assure the provision of adequate and continuing ambulance service and to preserve, protect, and promote the public health, safety, and welfare.

If a person, firm, or corporation is providing ambulance services in a county or any portion thereof on the effective date of an ordinance adopted pursuant to this subsection, the person, firm, or corporation is entitled to a franchise to continue to serve that part of the county in which the service is being provided. The board of commissioners shall determine whether the person, firm, or corporation so entitled to a franchise is in compliance with Chapter 131E, Article 7; and if that is the case, the board shall grant the franchise.

(b) In lieu of or in addition to adopting an ordinance pursuant to subsection (a) of this section, a county may operate or contract for ambulance services in all or a portion of the county. A county may appropriate for ambulance services any revenues not otherwise limited as to use by law, and may establish and from time to time revise schedules of rates, fees, charges, and penalties for the ambulance services. A county may operate its ambulance services as a line department or may create an ambulance commission and vest in it authority to operate the ambulance services.

(c) A city may adopt an ordinance pursuant to and under the procedures of subsection (a) of this section and may operate or contract for ambulance services pursuant to subsection (b) of this section if (i) the county in which the city is located has adopted a resolution authorizing the city to do so or (ii) the county has not, within 180 days after being requested by the city to do so, provided for ambulance services within

the city pursuant to this section. Any action taken by a city pursuant to this subsection shall apply only within the corporate limits of the city.

If a city is exercising a power granted by this subsection, the county in which the city is located may thereafter take action to provide for ambulance service within the city, either under subsection (a) or subsection (b) of this section, only after having given to the city 180 days' notice of the county's intention to take action. At the end of the 180 days, the city's authority under this subsection is preempted by the county.

(d) A county or a city may contract with a franchised ambulance operator or with another county or city for ambulance service to be provided upon the call of a department or agency of the county or city. A county may contract with a franchised ambulance operator for transportation of indigents or persons certified by the county department of social services to be public assistance recipients.

(e) Each county or city operating ambulance services is subject to the provisions of Chapter 131E, Article 7 ("Regulation of Emergency Medical Services").

History

1967, c. 343, s. 5; 1969, c. 147; 1973, c. 476, s. 128; c. 822, s. 1; *1997-443, s. 11A.118(a)*; *2002-159, s. 51*.

Annotations

CASE NOTES

Editor's Note. —

Many of the cases cited below were decided under corresponding sections of former law.

Constitutionality of Liability Insurance Provision. —

Subdivision (a6) of former G.S. 153-9(58), which was identical to subdivision (a)(7) of this section, was not void as being in contravention of constitutional prohibitions against monopolies and exclusive emoluments, since it did not provide that liability insurance should be the exclusive method of indemnifying persons or property against loss due to negligent operation of the ambulance service. *Whaley v. Lenoir County, 5 N.C. App. 319, 168 S.E.2d 411, 1969 N.C. App. LEXIS 1340 (1969)*.

Regulation of ambulance service is a valid and legitimate exercise of the police power.

Whaley v. Lenoir County, 5 N.C. App. 319, 168 S.E.2d 411, 1969 N.C. App. LEXIS 1340 (1969).

Authority of County Cannot Exceed That Given by Enabling Act. —

The authority of the county to regulate ambulance service, whether it be by franchise, permit, certificate of public convenience or necessity, license or whatever name is given, can only come from and cannot exceed that given by the enabling act. *Whaley v. Lenoir County, 5 N.C. App. 319, 168 S.E.2d 411, 1969 N.C. App. LEXIS 1340 (1969)*.

For case holding county ordinance regulating ambulance service unconstitutional,

see *Whaley v. Lenoir County, 5 N.C. App. 319, 168 S.E.2d 411, 1969 N.C. App. LEXIS 1340 (1969)*.

County-operated ambulance service was entitled to governmental immunity,

even though it charged a fee to help defray operating costs. *McIver v. Smith, 134 N.C. App. 583, 518 S.E.2d 522, 1999 N.C. App. LEXIS 864 (1999)*.

Contract with Funeral Home for Ambulance Services. —

In the absence of a vote or of authority expressly granted by the legislature, a county may not legally contract with a funeral home for ambulance services, and its attempt to do so prior to the enactment of an enabling statute was ultra vires. *Moody v. Transylvania County, 271 N.C. 384, 156 S.E.2d 716, 1967 N.C. LEXIS 1201 (1967)*.

The grandfather clause in this section is not self-executing.

Nursing Registry, Inc. v. Eastern N.C. Regional Emergency Medical Servs. Consortium, Inc., 959 F. Supp. 298, 1997 U.S. Dist. LEXIS 3019 (E.D.N.C. 1997).

Application Required. —

In order to notify the board of commissioners that one is currently providing ambulance services, and in order to give the board an opportunity to affirmatively grant a franchise to continue doing business, it is necessary that an ambulance company actually submit an application that can be granted. *Nursing Registry, Inc. v. Eastern N.C. Regional Emergency Medical Servs. Consortium, Inc., 959 F. Supp. 298, 1997 U.S. Dist. LEXIS 3019 (E.D.N.C. 1997)*.

Opinion Notes

OPINIONS OF ATTORNEY GENERAL

Provision of Ambulance Service Within Discretion of Board of Commissioners. —

Former G.S. 153-9(58) did not authorize the holding of a “straw vote” election, or any type of referendum to determine whether ambulance services should be provided or continued. Whether ambulance service should be provided or continued is a matter within the discretion of the board of county commissioners. See opinion of Attorney General to Mr. E. Ray Etheridge, Camden County Attorney, 40 N.C. Op. Att'y Gen. 74 (1969).

County May, in Certain Cases, Provide Free Ambulance Service. —

See opinion of Attorney General to Mr. Joe O. Brewer, 43 N.C. Op. Att'y Gen. 157 (1973).

Research References & Practice Aids

Cross References.

As to the providing of emergency medical, rescue and ambulance service by rural fire protection districts, see *G.S. 69-25.4*.

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End of Document

D R A F T

RESOLUTION ESTABLISHING THE LEE COUNTY AMBULANCE ADVISORY COMMITTEE

WHEREAS, the County of Lee maintains and operates an Ambulance Service on behalf of the citizens of the County; and

WHEREAS, it is the desire of the Lee County Board of Commissioners that the Ambulance Service be consistent in the manner of the delivery of its services; and

WHEREAS, the Commissioners believe that the establishment of an Advisory Committee dealing with direct provision of Ambulance Service to the citizens of Lee County would be beneficial to the health and well-being of its citizens.

NOW THEREFORE BE IT RESOLVED:

Section 1. There is hereby established the "Lee County Ambulance Advisory Committee".

Section 2. The "Lee County Ambulance Advisory Committee" shall initially consist of five (5) members. Four (4) of the members shall serve a term of two (2) years except that the initial appointments shall consist of two members to serve an initial one (1) year term. The fifth member shall be the Lee County Ambulance Service Director who shall serve as a permanent committee member.

Section 3. The Committee shall consist of two (2) providers of health services and two (2) non-providers.

Section 4. It shall be the duty of the Committee to recommend written rules, regulations, and policies having to do with the manner in which the Ambulance Service interacts with both patients and with the health provider community. In addition, the Committee may from time to time recommend changes in the fees charged for Ambulance Services to the Board of Commissioners.

Section 5. The Committee shall meet at least quarterly and may meet more often if a majority of the Committee desires. Minutes shall be kept of all official meetings. The Ambulance Service Director shall serve as Secretary to the Committee.

SECTION 6. The Committee shall have no authority to control any administrative function nor shall it have authority to supervise departmental personnel.

Section 7. The Board of County Commissioners for the County of Lee may expand or reduce the role of the Committee and/or the size of the Committee as they feel the need occurs.

NORTH CAROLINA, LEE COUNTY
Presented for registration on the 20th day
of August 1981 at 10:00 A.M.
recorded in Book 10 page 219
Pattie W. McGilvary, Register of Deeds

FILED
LEE COUNTY NC
PAMELA G. BRITT
REGISTER OF DEEDS

FILED	Mar 25, 2021
AT	02:51:20 pm
BOOK	00003
START PAGE	0692
END PAGE	0693
INSTRUMENT #	02357
EXCISE TAX	(None)

RESOLUTION UPDATING THE ESTABLISHMENT OF THE
LEE COUNTY AMBULANCE ADVISORY COMMITTEE

WHEREAS, the County of Lee originally maintained and operated an Ambulance Service on behalf of the citizens of the County; and

WHEREAS, in 1981 the County of Lee adopted an Ordinance for the Operation of Ambulance Services within Lee County and Section 14.1 states that the Lee County Ambulance Advisory Committee shall be the enforcing agency for the regulations contained in this Ordinance and the details the Committee's specific duties; and

WHEREAS, in August 1981 the Board of Commissioners adopted a Resolution Establishing the Lee County Ambulance Advisory Committee which initially consisted of five members including the Lee County Ambulance Service Director, two providers of health services, and two non-providers; and

WHEREAS, Section 7 of the Resolution Establishing the Lee County Ambulance Advisory Committee allows for the Board of County Commissioners to expand or reduce the role of the Committee and/or the size of the Committee as they feel the need occurs; and

WHEREAS, beginning in 1997 the County of Lee began to franchise emergency and non-emergency services to a local provider and no longer provided ambulance services as a county department; and

WHEREAS, since 1997 no other provider has expressed interest in submitting an application to be considered for a franchise until this year; and

WHEREAS, it is the intent of the Board of Commissioners that the Ambulance Advisory Committee be revised in order to review applications and investigate possible franchises.

NOW THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners gives the County Manager the authority to appoint individuals to the Committee which should consist of the Emergency Management Director, two members of the health-care field, and two members with EMS knowledge.

2. The Emergency Management Director position will be a permanent committee member, the other four members will serve terms of three (3) years.

3. The Committee will review all applications of potential franchisees, investigate the potential franchisees, make a recommendation of which franchisee to move forward with public hearings and then continue to enforce the franchise.

4. The Committee shall meet at least quarterly and may meet more often if a majority of the Committee desires. Minutes shall be kept of all official meetings. The Emergency Services Director shall serve as Secretary of the Committee.

5. The Board of County Commissioners may expand or reduce the role of the Committee and/or the size of the Committee as they feel the need occurs.

Adopted this 1st day of March, 2021.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

RESOLUTION UPDATING THE ESTABLISHMENT OF THE
LEE COUNTY AMBULANCE ADVISORY COMMITTEE

WHEREAS, the County of Lee originally maintained and operated an Ambulance Service on behalf of the citizens of the County; and

WHEREAS, in 1981 the County of Lee adopted an Ordinance for the Operation of Ambulance Services within Lee County and Section 14.1 states that the Lee County Ambulance Advisory Committee shall be the enforcing agency for the regulations contained in this Ordinance and the details the Committee's specific duties; and

WHEREAS, in August 1981 the Board of Commissioners adopted a Resolution Establishing the Lee County Ambulance Advisory Committee which initially consisted of five members including the Lee County Ambulance Service Director, two providers of health services, and two non-providers; and

WHEREAS, Section 7 of the Resolution Establishing the Lee County Ambulance Advisory Committee allows for the Board of County Commissioners to expand or reduce the role of the Committee and/or the size of the Committee as they feel the need occurs; and

WHEREAS, at its March 1, 2021 meeting, the Board of Commissioners adopted an updated resolution establishing the Lee County Ambulance Advisory Committee by authorizing the County Manager to appoint the individuals to the Committee; and

WHEREAS, the Board of Commissioners would like to update the March 1, 2021 Resolution by adding that the Emergency Management Director, or his/her designee be the permanent committee member.

NOW THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners gives the County Manager the authority to appoint individuals to the Committee which should consist of the Emergency Management Director, or his/her designee, two members of the health-care field, and two members with EMS knowledge.

2. The Emergency Management Director, or his/her designee, position will be a permanent committee member, the other four members will serve terms of three (3) years.

3. All other terms of the March 1, 2021 Resolution Updating the Establishment of the Lee County Ambulance Advisory Committee remains in full force and effect.

Adopted this the 3rd day of March, 2025.

_____

Kirk D. Smith, Chair
Lee County Board of Commissioners

MEMORANDUM

DATE: March 3, 2025

TO: Board of Commissioners

FROM: Legal Department

RE: Franchise for Emergency Medical Transport Services

North Carolina General Statute 153A-250 allows counties to franchise, by ordinance, ambulance services to the public. Chapter 10, Article III, Section 10-92 of Lee County's Emergency Services Code of Ordinances, requires operators of emergency and nonemergency medical transportation services to receive a franchise from the county. Since 1997, Lee County has franchised emergency medical transport services to an outside vendor. Prior to the current contract period, the County contracted with Central Carolina Hospital for these services. Per County policy and to maintain competitive bidding and purchasing practices, in 2021 the County issued a request for proposals (RFP) to solicit proposals for county wide service coverage. After an extensive application period, Lee County granted an exclusive franchise to FirstHealth of the Carolinas to transport emergency medical service to the closest, most appropriate, medical treatment facility and non-emergency/convalescent service from point to point within the County. The County entered into a five-year franchise agreement with FirstHealth, which is set to expire June 30, 2026. The County is preparing to seek applications to grant another exclusive franchise agreement for the same services. To ensure adequate time for solicitation and review of applications, contract negotiation, and transition preparation should there be a change in service providers, it is imperative that this process commences as soon as possible.

At the March 3, 2025 Board of Commissioners meeting, the Board will hear an update from our current provider, FirstHealth. FirstHealth will provide metrics, data and information showing the status of medical transports from 2021 until present including a summary of successes and challenges and a review of their overall experience. After FirstHealth's presentation, staff will update the Commissioners about the application process and discuss the need for long-term planning of emergency medical service transports for the community beyond the next five years.

The Ambulance Advisory Committee is appointed by the County Manager and is composed of five positions to include a representative from Lee County Emergency Management, two members of the health-care field, and two members with EMS knowledge. County staff, including Whitney Parrish and Jennifer Gamble will assist in the facilitation of committee tasks. In the upcoming months, the Ambulance Advisory Committee will meet and review submitted applications in order to provide a recommendation to the Board of Commissioners. At its March 3, 2025 meeting, the Board will be asked to adopt a small change to the Resolution Authorizing the Ambulance Advisory Committee, in order to allow the Emergency Management Director, to appoint his/her designee on the Committee.

Once the Committee has issued, reviewed and evaluated all responses, the Committee will recommend a provider to the Board of Commissioners. Once received, the Board will hold a public hearing and then the franchise ordinance must be passed at two regular meetings of the Board, pursuant to N.C. General Statute 153A-46. To give sufficient opportunity for all potential applicants, County staff would like to have the recommendation of the Committee to the Board of Commissioners by November 2025 to give the Board time to hold a public hearing and to have a franchise ordinance and agreement negotiated by January 2026, which will not become effective until July 1, 2026.

Attached to this memo is the applicable statutes, Lee County's Ordinance, and the two Ambulance Advisory Committee Resolutions.

ITEM #: VI.B

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Request from City of Sanford for the City's July 4 Fireworks Event at Kiwanis Family Park

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Joseph Keel, Parks and Recreation Director

TYPE: Action Item

REQUEST	Consider the request from the City of Sanford for the City's July 4 Fireworks Event.
BUDGET IMPACT	N/A
ATTACHMENTS	MOA_CIty_Fireworks_3.3.25.pdf Freedom Fest Map.pdf
PRIOR BOARD ACTION	Approved fireworks request for the City of Sanford July 4th Fireworks Event in 2024.
RECOMMENDATION	Consider the request from the City of Sanford for the City's July 4 Fireworks Event.

SUMMARY

Staff was made aware that the City of Sanford's July 4th fireworks event is taking place at Kiwanis Family Park. The City is requesting to set off fireworks at dark, around 9:00 or 9:30 p.m., but the launch site is located on the County's parcel of the park. City staff will be present to answer questions of the Board and to discuss the event. A memorandum of agreement (MOA) has been drafted for this event. In the MOA, the City's fireworks vendor must provide a copy of the insurance and list the County as an additional insured on the policy for the event. Proof of this must be provided to the County 30 days prior to the event.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into, as of the date of the last signature below (the "Effective Date") by and between the **City of Sanford** and **Lee County.**

WITNESSETH

THAT WHEREAS, the City of Sanford Parks Department is holding a July 4, 2025 celebration at the City's portion of Kiwanis Family Park, located at 1800 Wicker Street; and

WHEREAS, the City of Sanford's July 4 celebration is set to be held on July 4, 2025 date from the hours of 12:00 p.m. until event cleanup has been conducted by the City; and

WHEREAS, the County's Parks and Recreation Department is not co-sponsoring the event and will not have staff located at the event; and

WHEREAS, the City of Sanford has requested to use a portion of the County's owned park to discharge fireworks for its event; and

NOW, THEREFORE, the City of Sanford and Lee County agree to the following terms and conditions:

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The City of Sanford is responsible for promoting the event and ensuring the promotion does not include Lee County Government as a sponsor in any way.
2. The City of Sanford is wholly responsible for ensuring proper traffic control for people entering and exiting the Park, both during the event, and prior to the event. If the event starts while the County's portion of the park is still open to the public, the City must ensure visitors of the County park can exit the park prior to the start of the City's event.
3. The City has worked with County staff to request the fireworks launch pad to be the grassy area across the bridge at the entrance of the County's walking trails. The launch pad will be fully enclosed and closed off to any persons not working with the fireworks vendor at all times. The grassy area has the Library's Story Walk and outdoor fitness equipment. The pad is expected to be set up in the vicinity of the equipment. The City will ensure that no damage occurs to any County structures erected at the park and will replace any damaged items at City's expense.
4. The City is requesting to begin setting the launch pad site around noon the day of the event. As such, the County will close its park no later than noon to ensure the City has sufficient time to set up the barriers surrounding the launch site. City staff must barricade all trail entrances to the fireworks launch pad. City must ensure no member of the public can walk into the area where the fireworks will be launched or might land.

5. The City must receive all necessary permits to discharge the fireworks and pyrotechnics and provide a copy to the County. The City must purchase the fireworks from a fully licensed vendor. The City must also require the vendor to include the County as an additional insured on the insurance procured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement. The vendor must be a professional firework company trained, experienced and North Carolina licensed for the pyrotechnics selected. The Vendor and all on-site assistants for the vendor must be permitted or on-site certified, including all subcontractors. No personnel on-site shall be under the influence of any alcohol, narcotics or any medication that could adversely impact judgment, mobility or stability.
6. The City must provide a copy of the fully executed agreement with the fireworks vendor to the County once the contract has been fully executed, but at least sixty days prior July 4, 2025. The City must also provide a full site map showing where each event will take place, including any designation of street closures, designation of parking for the event, and designations of where the trails will be barricaded so no citizen/pedestrian can enter near the launch site. This map must be provided to the County at time of signing this MOA.
7. The City, and/or fireworks vendor, shall also list the County as an additional insured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement.
8. After the event begins, but before discharging the fireworks, the City must ensure the weather is appropriate. It must confer with its fire department, the City Fire Marshall, and the County Fire Marshall. If the weather is not in good condition for discharging fireworks, the City shall not discharge the fireworks, and will forgo using the County's property, unless another agreement is executed between the two parties. The City recognizes and acknowledges there are many trees located where they have requested to shoot the fireworks and if the conditions of the trees make it unsafe to shoot the fireworks, the City shall forgo the fireworks for the event. City staff shall use reasonable care when deciding whether to discharge the fireworks based on the safety of its employees, the attendees, and potential damage to the park property.
9. After the event ends, the City shall clean the site of where the fireworks were discharged, and all County property used during the event. This includes the County's park trails and parking lots. This clean up should include any and all trash left by attendees. The fireworks discharge pad shall be restored to the same condition or better condition as to before the event began. The City also agrees to timely clean its own property and parking lot area from any debris after the event.
10. If any debris or ashes are blown off the launch site, the City is responsible for this clean up as well. The City must keep watch of the site pad for twenty-four hours after the discharge of the fireworks to make sure no flown embers creates a fire on City or County property.

11. The City shall provide appropriate emergency, EMS, and law enforcement personnel at the event at its own expense.
12. The City shall immediately notify the County of any damage to County property that occurred during the event, and the City will be responsible for fixing any and all damage to the County property to the same condition or better condition as to before the event began.
13. The City of Sanford is solely responsible for any and all liability in connection with this event, and to the extent allowed by law, fully indemnifies and holds Lee County, its officers, agents and employees harmless from any and all liability for any actions, subcontractor disputes, damages, liabilities, costs, injuries, fires, explosions, or any other claims of any kind, directly or indirectly, relating to this event or to the discharge of fireworks or to the debris/ash from the fireworks.
14. Lee County is in no way responsible for the administration and supervision of the City of Sanford's officers, employees, agents or subcontractors, which are stipulated are not officers, employees or agents of Lee County.
15. If prior to the start of the event, the event is postponed due to weather, the City staff shall work with County staff to determine a date satisfactory to the County's Parks and Recreation Director, and all terms of the agreement will remain in effect until the end of the event on the newly scheduled date. If the parties cannot mutually agree on a date, the request must go to the Board of Commissioners who will retain full decision-making authority on a newly scheduled date.

This Agreement is effective upon the signatures of the officials listed below.

Signatures and Dates

_____	_____
Kirk Smith, Chair Board of Commissioners	Date
_____	_____
Rebecca Wyhof Salmon, Mayor City of Sanford	Date


STUART
JEFFERSON DAVIS
JEFFERSON DAVIS
ROSEMONT
PARK
OWNER: LEE COUNTY
VILLAGE
HIGH RIDGE
N
N.T.S.
Streets
Fireworks_280'_Radius
Parcels


PHONE
A-H
308
A-H
306
A-H
304
302
A-H
PHONE
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ITEM #: VI.C

LEE COUNTY AGENDA ABSTRACT
BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: March 3, 2025

SUBJECT: Priority Classification Policy for the Lee County Athletic Park (LCAP)

DEPARTMENT: Parks and Recreation

CONTACT PERSON: Joseph Keel, Parks and Recreation Director

TYPE: Action Item

REQUEST	Approve the Priority Classification Policy for the Lee County Athletic Park.
BUDGET IMPACT	N/A
ATTACHMENTS	FINAL Reservation Agreement 2.25.25.pdf Priority Classification Policy 2.25.25.2.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Priority Classification Policy for the Lee County Athletic Park.

SUMMARY

A proposed Priority Classification and Reservation Agreement and Policy was presented to the Parks and Recreation Advisory Board at its February 24, 2025 meeting. The proposed Priority Classification and Reservation Agreement was approved by the Parks and Recreation Advisory Board at this meeting. The Priority Classification Policy is intended to assist staff with prioritization and management of rental requests. Staff anticipates there will be a lot of interest in using the Lee County Athletic Park facilities and many different requests from outside agencies. The goal of establishing the Priority Classification Policy and Reservation Agreement is to strive to be equitable to all outside agencies while still focusing on Lee County Parks and Recreation programs, leagues and events.

NORTH CAROLINA

LEE COUNTY

LEE COUNTY PARKS AND RECERATION
LEE COUNTY ATHLETIC PARK
SEASONAL RESERVATION AGREEMENT

THIS Memorandum of Understanding is made and entered into this _____ day of _____, _____, by and between **LEE COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County," and _____ hereinafter referred to as "Organization." Organization must ensure all players, spectators, and staff/volunteers abide by all rules and ordinances concerning the Lee County Athletic Park.

WITNESSETH:

In consideration of the authorization by the Lee County Board of Commissioners for the County to enter into use agreements with independent associations for the provision of youth and adult athletic programs on facilities owned and/or operated by Lee County Parks and Recreation Department at the Lee County Athletic Park, the County and the Organization agree as follows:

I. LOCATION OF FACILITY AND TERM:

A. Organization reserves certain fields at the Lee County Athletic Park to run its recreation program for a designated time and for a designated number of days during its season. The reserved fields, times, and dates are attached as Exhibit A and incorporated into this agreement. These reserved times and fields incorporate Organization's practices and games.

B. The term of this Agreement shall begin on _____ and continue until _____.

C. The County can, at any time during the term of this Agreement, with or without cause, terminate the Agreement giving the Organization a ninety (90) day written notice of cancellation.

II. DUTIES OF THE COUNTY:

The County Agrees to the following:

A. To reserve, on a priority-use basis, times for practice and games at the aforementioned facility in accordance with the schedule, as evidenced on Exhibit A. This schedule may be changed only with prior written permission of the County. County agrees to maintain and publish the schedule for this Agreement.

B. Provide routine maintenance for athletic fields, surrounding facilities and grounds to include:
    a. General mowing
    b. Annual addition of infield clay as needed to maintain slope
    c. General repairs to fences and bleachers
    d. General repairs to irrigation systems and drainage systems
    e. Ball field lighting systems
    f. Maintenance of County owned facilities, including plumbing, electrical, mechanical, structural repairs and routine custodial maintenance
    g. All surrounding areas, including parking areas and roads, grounds, picnic facilities and playgrounds
    h. Prepare athletic fields for designated use to include field marking and dragging.

C. Conduct routine maintenance and safety inspections of the facility. Facilities and athletic fields can be closed at any time at the discretion of the County if Organization does not comply with directions regarding improvements, safety, usage, etc.

D. Perform all annual maintenance (seeding, grading, aeration, fertilization, etc.)

E. Inform Organization, in a timely manner, of any plans by the County to materially improve, renovate or alter the facility.

F. Schedule use of the facility at all other times not specifically scheduled to the Organization.

G. The County, at its discretion, may audit the use of facilities and number of participants during scheduled times, to verify that the Organization is utilizing the facilities in accordance with this Agreement.

III. DUTIES OF THE Organization:

The Organization, in consideration of the above, agrees to the following during the designated periods of priority use:

A. Provide full organization, administration and supervision of the athletic program listed herein, including, but not limited to scheduling all practices and games. Practice and game schedules must be provided to Lee County Parks and Recreation at the time of requested reservation. The Organization must provide adequate adult supervision for all players at all times.

B. Understand and agree that the Lee County Athletic Park may have open play before Organization's agreed upon practice or games. Organization will not begin utilizing the field until open play time has ended.

C. Make the program available to the general public, ensuring general access to the public without regard to age, race, color, religion, national origin, sex, disability or socio-economic standing.

D. Provide the County with the names and telephone numbers and email contact information of at least (2) persons who the County can contact for routine or emergency communications.

E. If the Organization charges an entry fee to its games, the Organization is responsible for notifying the public, collecting the entry fees and maintaining all records of revenue. Lee County staff will not participate in any way to enforce or collect entry fees for Organization's games.

F. Abide by all municipal and County ordinances, all applicable State laws, and all policies and rules of Lee County and the Lee County Parks and Recreation Department.

G. To not knowingly allow any person to conduct illegal activity on Lee County property and to ensure its players do not engage in smoking, vaping, electronic cigarettes, drinking alcoholic beverages, or illegal drug use while on the premises.

H. To not knowingly allow animals of any kind on the premises with the exception of service animals.

I. Monitor and accept responsibility for the conduct of all spectators, participants, and all parties associated with its use of the facilities, including the removal of persons whose activities are a nuisance and a bother to other

persons present at the facility. Misconduct on the County's property will result in the Organization's privileges being revoked immediately with no refunds or considerations.

J. Not to erect or install locks, any signs, tents or any other structures on County property, without prior written approval of the County.

K. Remove all litter from field areas, dugouts and surrounding grounds.

L. Be solely responsible for all personal items brought to the field. The County is in no way responsible for any equipment, belongings or any items that are lost, damaged or stolen. The Organization shall not store any equipment or belongings on County property without prior written consent of the County.

M. Shall <u>not</u> perform any maintenance on the field, including dragging, raking, painting or lining. If the Organization desires to have the field lined in a specific way, they must make prior arrangements with the County and have prior written approval. Organization agrees to pay additional fees for changes to field lining.

N. Leave the fields, spectator areas and all premises in as good a condition as it was at the beginning of the practice/game/tournament, etc. If any property damage occurs during the use of the facility, Organization must immediately notify the Parks and Recreation Director or his/her designee. In the event of property damage by the Organization, Lee County will provide an invoice to the Organization for the damages which will be repaired by a vendor of Lee County's choosing. The invoice shall be due and payable to Lee County within 30 days after it is provided. No new reservation shall be given until the outstanding invoice is paid in full.

O. If any major injury occurs to any player or any spectator and EMS is called to the property, Organization must immediately notify the Parks and Recreation Director or his/her designee. If law enforcement is called to the property for any reason during the use of the facility, Organization must immediately notify the Parks and Recreation Director or his/her designee.

P. Provide the Lee County Parks and Recreation Department with a written annual report tracking the number of participants in each program. This report should focus on number of participants, participant fees, conditions of the facility, suggestions for improvements to the facilities, performance of the County staff, and general observations that will enhance the facility and the program.

Q. All portions of the sidewalks, entries, doors, vestibules, halls, corridors, stairways, passageways and all other means of access to public utilities of the premises shall be kept unobstructed by the Organization and shall not be used for any purpose other than ingress and egress to and from the premises by the Organization.

R. Shall be responsible for providing all necessary and appropriate safety equipment and instruction to all participants and attendees at all Organization's activities.

S. Shall not advertise, solicit or endorse sponsorships for the Athletic Park. Organization may seek sponsorships for its teams, but Organization must be clear it is raising funds for its purposes and not on behalf of the Athletic Park. The County has adopted a policy and program for sponsorship of the Athletic Park. If the Organization uses the reserved fields during the term of this Agreement, and it will not affect others' use of the fields, Organization may allow vinyl signs to be attached to the fences. The signs must be attached to the fences with ties, to ensure no permanent structure or damage occurs to the fence. Before the signs are printed, Organization must seek approval from the Parks and Recreation Director to ensure the size and graphics are appropriate. Organization will be responsible for removing signs at the end of this Agreement and will be responsible for any damage caused by the erection of the signs. At any time during this Agreement, the County can revoke this provision and require the removal of the signs by Organization.

T. Allow only those activities approved in this Agreement and abide by the Rules of Use.

U. Shall not use the name of Lee County in its advertisements or insinuate in any way that it is a part of any official Lee County programs.

V. Ensure its players and coaches sign all waivers required by Lee County.

IV. INDEMNIFICATION AND INSURANCE:

A. The Organization agrees to indemnify, defend and hold harmless the County, its agents, officers, employees and volunteers from and against any and all liability and expense, including attorney's fees and claims for damages including, but not limited to, bodily injury, death, personal injury, media claims, or property damages arising from or in connection with Organization's operations or its activities or its participants carried on under this Agreement. The Organization's duty to indemnify the County shall survive the expiration

or other termination of this Agreement. The Organization assumes all risks and hazards incidental to the conduct or its activities associated with its rental.

B. The Organization shall provide and maintain, at its own expense, during the terms of this agreement, the following programs of insurance covering its operations. Such insurance shall be provided by the insurer(s) satisfactory to the County as approved by the Risk Manager. The Organization shall provide a Certificate of Insurance to the County Risk Manager two weeks before the effective date of this Agreement. The Organization agrees that the County is to be given at least 30 days' written notice prior to any modification or termination of the required insurance. The County reserves the right to immediately terminate this Agreement should the Organization fail to carry the required insurance at all times. The County shall be notified of any claim filed by Organization in connection with the use of the Lee County Athletic Park.

C. Required Insurance:
Organization shall obtain insurance of the types and in the amounts described herein and shall provide written proof of said insurance to the County prior to its use of the facility:
   1. Commercial General Liability and Umbrella Liability Insurance. Organization shall maintain commercial general liability insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
   2. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contracts, products-completed operations, personal and advertising injury and liability assumed under an insured contract.
   3. Lee County shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to the primary with respect to the additional insured.
   4. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
   5. Waiver of Subrogation. Organization waives all rights against County and its agents, directors or employees for recovery of damages to the extent these damages are covered by the commercial general liability or

commercial umbrella liability insurance maintained pursuant to this agreement.

V. METHOD OF PAYMENT

A. Lee County Parks and Recreation Department will invoice Organization monthly for payment due to the County. Payment must be received by the first day of each month of Organization's rental.

B. Any additional games or practices will require prior written approval by the County. Any use of the facility beyond games or practices will require Organization to rent the facility according to the "Facility Rental Fee Schedule-Athletic Park."

C. Use of the facilities by other groups or individuals not included in this Agreement shall comply with the Lee County "Facility Rental Fee Schedule-Athletic Park."

VI. DEFAULT:

A. Should it be determined that the Organization has willfully violated any of the terms of this Agreement, the County has the right to effect immediate termination of this Agreement without refunds and to refuse any future use of the facility by the Organization.

VII. GENERAL PROVISIONS:

A. Non-waiver of Rights. It is agreed that either party's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

B. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

C. Binding Effect. This Agreement shall be binding upon the parties hereto, and their heirs successors, executors, administrators and assigns.

D. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

E. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina, venue County of Lee.

F. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
Lee County Parks and Recreation Department
Director
PO Box 1968
Sanford, NC 273.31

To Organization:
_____
_____
_____
_____

G. Amendments. This Agreement shall not be modified or otherwise amended except in writing signed by both parties.

H. Non-Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written and by authority duly given.

_____
Lee County Manager

SEAL

_____
Organization

SEAL

LEE COUNTY PARKS AND RECREATION
SEASONAL FACILITY USE POLICY
LEE COUNTY ATHLETIC PARK

The objective of the Facility Use Policy shall be to:

- Provide an organized manner to allow for reservation of athletic fields for organized youth and adult sport events.
- The policy is adopted to ensure fairness for access to all athletic fields at the Athletic Park.
- Minimize wear and prevent overuse and to prevent additional maintenance costs of County owned property, above normal wear and tear of the facility.
- Provide a quality product and service to our recreation partners, while recognizing the importance of the County's strong and vibrant Parks and Recreation Department.

General Use of the Facilities

- Organizations providing youth and adult events can apply to use Lee County owned property at the Lee County Athletic Park to facilitate these events.
- The organization must contact the Lee County Parks and Recreation Department (LCPR) by the date listed below to ensure reservation of a facility for a season.
- Any reservation agreement entered into with the County concerning this facility will be no longer than one year, and all agreements will give the County the right to terminate for any reason with ninety (90) days' prior written notice.
- The Parks and Recreation Department will follow a priority classification policy to ensure that all organizations are treated fairly during the reservation period and to ensure no group receives preferential treatment.
- The organization must pay for the reservation, as set out in the fee schedule, when the reservation is made, or according to their reservation agreement. The organization must sign and execute a reservation agreement prior to utilizing the complex.
- Organizations that are interested in one day or two-day rentals of the facilities shall follow the LCPR reservation procedure though LCNCPR.recdesk.com.
- All organizations are responsible for working together with the Lee County Parks and Recreation staff to ensure the reservation period for facility use occurs in a positive manner that does not disrupt Parks and Recreation programs. The Parks and Recreation Department understands the importance of allowing other organizations to utilize the fields, and outside organizations must understand the importance of a robust Parks and Recreation program, which offers affordable services to all residents and visitors of the County.

Priority Classification

- Due to the potential for a large number of organizations to request usage of the Lee County multi-sports fields, it is necessary to define and classify users by the type of

activities and establish a reservation priority that the Parks and Recreation staff can utilize to ensure the Lee County fields are being used to meet the needs of the community.

- Priorities are listed below:
    - Priority 1: All Lee County Parks and Recreation Department sponsored programs and events take precedence over all outside organizations. Parks and Recreation staff will do their best to schedule programs and events in a way that allows other organizations the opportunity to also utilize the property.
    - Priority 2: All Lee County non-profit athletic organizations and any local educational units, including Lee County Schools, charter schools, private schools and Community College. Non-profit organizations must provide written proof of non-profit status (as granted by the IRS). Since most reservations will fall into this category, the number of Lee County participants served will also be factored into the priority of use among these groups.
    - Priority 3: Lee County residents and Lee County based business and commercial organizations (for profit) that have Lee County headquarters as evidenced by the organization's mailing address.
    - Priority 4: All non-Lee County organizations, groups, businesses and individuals seeking use of facilities for athletic events.

Scheduling Process

- All reservation requests should be received by the dates that correspond to the requested season of use. All reservations will be reviewed for consideration and scheduled immediately following the due date referenced below:
    - Spring season (February-May): First Monday in November
    - Summer season (June-August): First Monday in January
    - Fall season (September-November): First Monday in March
- Lee County reserves the right to close the fields at any time with any amount of notice due to field maintenance, adverse weather or other unforeseen occurrence.
- When Lee County, in its sole discretion determines the fields should be closed for field maintenance, the Parks and Recreation staff will try to limit disruption of reservations. However, from time to time, maintenance may interfere with activities. If this occurs, the organization will receive a credit for their portion of payment for use of the field.

Reservations will be made in order of the priority classification; however, the following considerations may also be taken into account in any order, when determining what organizations should have access to certain fields and for certain durations:

- Field condition at the beginning of the season-consideration of use will be based on the current condition of the field and the anticipated wear and tear of the field by the organization.
- Number of Lee County residents served.
- Previous relationship with Lee County and if the organization is in good standing with Lee County.

- An organization's resources that are available to assist Lee County with maintenance or other operational expenses.
- The timing of the request as requests are considered in the order in which they are received.
- Review of the organization's mission and goals to determine ways in which it will contribute to further the mission and goals of Lee County.
- Facility use requests will be reviewed and approved only for current corresponding seasons. Future facility use will not be accepted or approved.
- Tournament and event facility use requests will be considered based on field conditions, scheduled field maintenance and closings, staffing considerations, logistics, etc. and may be made in advance.
- Each organization will be required to follow any all rules and regulations governing the Athletic Park and must ensure its participants also follow all rules and regulations.
- Each organization will also be required to sign a reservation agreement with the County before being allowed to utilize any fields.
- Facility use request submittals do not guarantee approval by Lee County.