



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

Monday, October 4, 2021
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 Senior Health Insurance Information Program - SHIIP - Outreach Grant 2022
- II.B Minutes from the September 20, 2021 Regular Meeting
- II.C Bad Debt Write-Off for FY 19-20
- II.D Apply for grant funding from the NEHA-FDA Retail Flexible Funding Model Grant Program.
- II.E Agreement Addenda 466 Advancing Equity. Request to accept additional funds for the Covid Cares Program.
- II.F Approval of Budget Amendment #10/04/21
- II.G Addition of Fiscal Relief Manager to the 2021-2022 Lee County Pay and Classification Plan

III. PUBLIC HEARING

- III.A [Public Hearing for Redrawing Boundaries of Lee County Commissioner Electoral Districts \(Redistricting\)](#)

IV. PUBLIC COMMENTS

V. OLD BUSINESS

- V.A [Discussion Regarding Late List Penalty Guidelines](#)
- V.B [Request for Relief of Late Listing Penalty - Coty US LLC](#)
- V.C [Approve Resolution for Project Frame](#)
- V.D [Consideration of Sandhills Center Resolution by Counties to Expand Board of Directors](#)

VI. NEW BUSINESS

- VI.A [Parking Lot Rehab Proposal for 1218 Central Drive \(EMS Building\)](#)
- VI.B [Major Preliminary Subdivision Plat for Winding Creek Farm Subdivision](#)
- VI.C [Major Subdivision Preliminary Plat for River Falls Subdivision](#)

VII. MANAGERS REPORTS

VIII. COMMISSIONERS' COMMENTS

IX. CLOSED SESSION

ADJOURN



ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Senior Health Insurance Information Program - SHIIP - Outreach Grant 2022

DEPARTMENT: Senior Services

CONTACT PERSON: Debbie Davidson, Senior Services Director

TYPE: Consent Agenda

REQUEST	Approve Grant Application
BUDGET IMPACT	Additional \$4,855.00 - No Match Required
ATTACHMENTS	2021-2022 SHIIP Grant NC Dept of Insurance.pdf
PRIOR BOARD ACTION	NA
RECOMMENDATION	Consent
SUMMARY	

Funds are provided by the NC Department of Insurance and proposed to be used in the SHIIP program to assist with the open enrollment period for the Medicare Part D program and to assist with recognition of volunteers involved in SHIIP counseling. The proposal includes funds to pay for advertising and program supplies to promote the open enrollment period between October 15 and December 7, 2021. Senior Insurance and Volunteer Specialist Jourdan Huskey will serve as the agency contact person for this grant. Approval of this grant application also will approve any additional funding received for this program during FY 22.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP – State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for

Community Living

CFDA #	93.324	Fiscal Year:	2021-2022
Grant Award #	90SAPG0099-02-00	Performance Period:	7/1/2021 – 6/30/2022
Cost Center:	16001636g21	Award Amount \$	4,855.00
Account #	536405	Federal Award Date:	03/12/2021

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: Lee County/The Enrichment Center
County: Lee
Tax ID/FIN# 56-6000313
DUNS # 67439703

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

- 1. Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
 - (1) This Contract;
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

- 2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The

Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by January 31;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

[X] a. There are no matching requirements from the Subrecipient.

[] b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- | | |
|----------------------|-------------------------|
| [] In-kind | [] Cash |
| [] Cash and In-kind | [] Cash and/or In-kind |

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.
6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.
7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).
8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Recipient:

Melinda Munden, Deputy Commissioner
SHIIP Division
1201 Mail Service Center
Raleigh, NC 27699-1201

Telephone: 919-807-6900

For the Subrecipient:

Jourdan Huskey
Lee County/The Enrichment Center
408 Summit Drive
Sanford, NC 27330

Telephone: 919-776-0501

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for SHIIP services and related programs. Funds received

under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment;
 - Payment due date;
 - Adequacy of documentation supporting payment; and
 - Legality of disbursement;
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

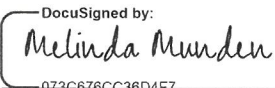
16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Subrecipient:

BY: _____

DATE: _____

Division of SHIP,

BY: 
Melinda Munden

DATE: 09/21/2021

BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by:



Controller's Office Review:

Attachment A

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Subrecipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

Subcontracting: The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Subrecipients: The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Ineligible Vendors: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

Indemnity

Indemnification: The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination Without Cause: The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

Waiver of Default: Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Recipient and the Subrecipient and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Recipient.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

Executive Order # 24: "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Recipient. The Subrecipient shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subrecipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Recipient. The Subrecipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal

Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of 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 North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all

persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation.

State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Subrecipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

Attachment B

For the period 7/1/2021 – 6/30/2022

Statement of Work

Subrecipient: Lee County/The Enrichment Center

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but MUST include the following activities:

1. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Food Banks/Pantry's, Local Senior Games, Area Agency on Aging, Parks & Recreation Departments, other Aging Programs, etc.... to promote SHIIP's toll-free number and services provided by SHIIP;
2. Provide ongoing Medicare counseling and enrollment assistance, including telephonic, virtual and/or in-person during the Medicare Open Enrollment Period of 10/15/21 through 12/07/21 and the Medicare Advantage Open Enrollment Period of 01/01/22 through 03/31/22;
3. Conduct a minimum of two (2) presentations in person or virtual – at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors;
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2021 through 3/31/2022;
5. Counsel at least three (3) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022;
6. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2021 through 3/31/2022 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, promoting SHIIP on Agency website, newsletters, magazines, emails, flyers, digital banners, etc.);
7. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office and engage your Regional Manager;
8. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office; and
9. Participate in monthly Coordinator webinars/conference calls, follow-up meetings, SHIIP network trainings, and statewide and/or regional conferences (Dates TBD) during the reporting period. Funds should be allocated for possible phone costs, travel and/or meal reimbursement per agency guidelines.

Subrecipient Response to Scope of Work:

As a part of the Lee County Senior Services, the Seniors Health Insurance Information Program (SHIIP) is available to assist all Medicare beneficiaries. The Lee County SHIIP Coordinator's office is located at The Enrichment Center where she is available to assist Lee County residents by appointment. Counseling is available observing all safety guidelines regarding the pandemic.

Grant funds will be used to pay for advertising of the SHIIP program via the County of Lee Transit System (COLTS). These vehicles are on the road daily and are highly visible to the community. Funds will also be used to purchase equipment and supplies to provide counseling to beneficiaries.

All other requirements will be met to include the reporting of all contacts via the STARS reporting system.

Attachment C

For the period 7/1/2021 – 6/30/2022

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

Subrecipient Name: Lee County/The Enrichment Center **Award Amount:** \$ 4,855.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Budget	Amount
Contractual	0
Construction	0
Supplies	2355
Equipment	0
Other	2500
Travel	0
Personnel	0
Fringe	0
Total	4,855.00

Written description of planned expenditures:

Advertising will be purchased to promote the program on the COLTS vans and other avenues where contact with Medicare beneficiaries can be made. Remaining funds will be used to pay for paper, ink, postage, and other programmings supplies.

Attachment D
Certifications Regarding, Drug-Free Work-Place; Lobbying; and
Debarment, Suspension and Other Responsibility Matters

1. Drug-Free Work-Place

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

2. Lobbying

Title 31 of the United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

The undersigned (authorized official) certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

(a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

(b) Lower Tier Covered Transactions

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction”** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Subrecipient Name	Date Submitted

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.
Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything below as it will only restart the process. Thank you.

Certificate Of Completion

Envelope Id: 52BB70E396E24B7D8028A3475A4F7A1E
 Subject: Please DocuSign this document: SHIIP Gov Exec. Contracts.pdf
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Kathy Moger
 325 N. Salisbury St.
 Raleigh, NC 27603
 kathy.moger@ncdoi.gov
 IP Address: 149.168.74.8

Record Tracking

Status: Original
 9/21/2021 9:54:11 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Kathy Moger
 kathy.moger@ncdoi.gov
 Pool: StateLocal
 Pool: Carahsoft OBO North Carolina Department of Insurance
 Location: DocuSign

Signer Events

Kathy Moger
 kathy.moger@ncdoi.gov
 Administrative Assistant
 Department of Insurance
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/8/2021 3:39:36 PM
 ID: 1168f731-8c6f-40be-a417-f1e0f33240c8

Kevin Robertson
 kevin.robertson@ncdoi.gov
 NCSMP Program Director
 Department of Insurance
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melinda Munden
 melinda.munden@ncdoi.gov
 Deputy Commissioner and Director for the Seniors' Health Insurance Information Program
 Department of Insurance
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 2/19/2021 9:07:23 AM
 ID: c3429ee5-9930-481b-a4a7-5f2e8245fe27

Jourdan Huskey
 jhuskey@leecountync.gov
 Security Level: Email, Account Authentication (None)

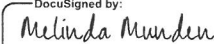
Electronic Record and Signature Disclosure:
 Accepted: 9/21/2021 2:20:44 PM
 ID: 0d454100-74a8-4aa8-b697-b206f051a3a7

Signature Completed

Using IP Address: 149.168.74.8

DS


Signature Adoption: Pre-selected Style
 Using IP Address: 149.168.74.8

DocuSigned by:

 073C676CC36D4F7...

Signature Adoption: Pre-selected Style
 Using IP Address: 149.168.74.8

Timestamp

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 Viewed: 9/21/2021 9:55:20 AM
 Signed: 9/21/2021 9:58:23 AM

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 Signed: 9/21/2021 12:55:56 PM

Sent: 9/21/2021 12:56:01 PM
 Viewed: 9/21/2021 2:20:44 PM

Signer Events	Signature	Timestamp
Kirk Smith ksmith@leecountync.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/9/2021 12:59:05 PM ID: 23e49776-4b3b-4cb9-a0a2-9a7cce895b0e		
Kevin Robertson kevin.robertson@ncdoi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
DOI BTA Approver		
Signing Group: DOI BTA Approver Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robert Croom Robert.Croom@ncdoi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/8/2021 4:04:03 PM ID: 93f48c56-bce0-40cb-b74e-b2680ea228e5		
Michelle Osborne michelle.osborne@ncdoi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2021 9:55:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at charles.richards@nc.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to charles.richards@nc.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify The Office of the State Controller as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Office of the State Controller during the course of my relationship with you.



ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Minutes from the September 20, 2021 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Deputy County Attorney/Clerk to the Board of Commissioners

TYPE: Consent Agenda

REQUEST	Approve minutes from the September 20, 2021 Board of Commissioners meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes 9-20-21 BOC Regular Meeting.docx
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve minutes from the September 20, 2021 Regular Meeting
SUMMARY	

Enclosed is a draft of the minutes from the September 20, 2021 Board of Commissioners meeting for the Board's review and approval. Attachments referenced in the minutes are available upon request to the Clerk to the Board at jgamble@leecountync.gov.



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

September 20, 2021

MINUTES

Roll Call

Present: Arianna Lavalley, Dr. Andre Knecht, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: Kirk Smith, Robert Reives

CALL TO ORDER

Participants in the Young Commissioners Cooperative Extension 4-H Program began the meeting by providing a call to order, invocation, and moment of silence. Vice Chair Arianna Lavalley confirmed the call to order of the meeting at 6:05 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

County Manager John Crumpton requested the addition of the Rural Operating Assistance Program Grant Application for the Senior Services Department to the Consent Agenda. Commissioner Bill Carver requested to put items VI. D and VI.E together for discussion purposes.

Motion: Motion to approve the agenda as amended.

Mover: Cameron Sharpe

For: 5 - Arianna Lavalley, Dr. Andre Knecht, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 2 - Kirk Smith, Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Cameron Sharpe

For: 5 - Arianna Lavallee, Dr. Andre Knecht, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 2 - Kirk Smith, Robert Reives

Motion Result: Passed

II.A Vehicle Purchase Order for COLTS Replacement Vehicles

[Purchase requisition COLTS vans.pdf](#)

II.B Use of Medicaid Cost Settlement Funds in the amount of \$7,538

[Desks for nurses & quote 8-6-21.pdf](#)

II.C Items Donated to the Animal Shelter

[LCHDAS Summary of Donations-Cruelty Case.pdf](#)

II.D FY 2023 Community Transportation Program Section 5311 Grant Approval

[FY 2023 LocalShareCertification.doc](#)

[FY 2023 Program Resolution.doc](#)

[FY 2023 Public HearingRecord.doc](#)

[Lee County Delegation of Authority 2023.pdf](#)

[Lee County FY 23 Title IV Form.doc](#)

[Lee County FY 2023 Anticipated DBE.doc](#)

[FY 2023-2027 5311 DESIGNEE CERTIFICATION](#)

[FORM.docx Lee County FY 2023 DBE Certification Form.docx](#)

II.E Refund and Release Report for August 2021

[Gen Statute 105.docx](#)

[RELEASE CODES SPREADSHEET.xls](#)

[August Real Property Abatement Report.pdf](#)

[August Personal Property Abatement Report.pdf](#)

II.F Consider appointment of Simone Ross, Mary Matthews, and Christopher McLean for the Juvenile Crime Prevention Council

[JCPC New Membership Memo to BOCC on September 13th,](#)

[2021.pdf Simone Ross Lee County Application to Serve on JCPC.pdf](#)

[Mary Matthews Lee County Application to Serve on JCPC.pdf](#)

[Christopher McLean Lee County Application to Serve on JCPC.pdf](#)

II.G Approval of Budget Amendment #09/20/21/05

[09-20-21-05.pdf](#)

II.H Minutes from the September 8, 2021 Board of Commissioners meeting

[BOC Minutes 9-8-21 Regular Meeting.docx](#)

II.I Minutes from the September 8 Closed Session

II.J Service Contract for Commercial and Industrial Vendor for 2023 Reappraisal
[Service Contract Piner Appraisal.pdf](#)

II.K Rural Operating Assistance Program Grant Application

[Lee County FY2022 ROAP Application.doc](#)

[Lee County FY 2022 County ROAP Certified Statement.doc](#)

[Lee County FY 2022 ROAP Application Checklist.xls](#)

[Lee County FY 2022 ROAP Carryover MOA.docx](#)

III. INTRODUCTION OF THE 2021 LEE COUNTY YOUNG COMMISSIONERS LEADERSHIP PROGRAM PARTICIPANTS

Dr. Bill Stone, Lee County Cooperative Extension Director, provided a brief summary of the Young Commissioners Program and began the introduction of the participants. Kacee Davis as President of the Lee County Young Commissioners introduced the program. Jocelyn Gomes introduced herself as the Vice President and is in the Lee Early College Program, Drake Bowen is a Sophomore in the Lee Early College Program, and Kasey Lamb is also in the Lee Early College Program.

III.A 2021 NC Cooperative Extension County Partnership Award Sponsored by the NC Cooperative Extension Foundation

Dr. Bill Stone, Lee County Extension Director, recognized a county partnership award for the Lee County Board of Commissioners presented at the NCACC meeting in Wilmington in August. In November of 2012, Lee County Commissioner Kirk Smith approached 4-H Youth Development Agent Bill Stone with the idea of addressing a profound lack of understanding young people have regarding the role that local government plays in their lives along with limited knowledge on how to be a leader in their community. Fast forward nearly a decade later, and 2021 marked the eighth year of the Lee County 4-H "Young Commissioners" Program, a successful and enduring collaboration between N.C. Cooperative Extension and Lee County Government. Over the duration of the program, and eight cohorts of future leaders, 90% of the 104 participants agreed that 4-H Young Commissioners has greatly increased their confidence and understanding of what it means to be a leader, helped them become more aware of issues facing youth in the community, and have gained a greater insight on the role of county government. Clinton McCrae, South Central District Director, expressed appreciation to the Board for their partnership with NC State University. NC is one of the strongest extension systems in the nation.

Commissioner Reives arrived at 6:20 p.m.

III.B Request to Appear - Pamela Glover

Pamela Glover, Juvenile Crime Prevention Council Chair residing at 314 South Currie Drive, who also works as a business consultant for the NC Department of Commerce, spoke to the Board regarding youth concerns. This came about on August 1st regarding concerns with the youth. Over the past 10 years the chief juvenile court counselors stated that the youth in Lee County tend to have more behavioral and social needs and commit some of the more serious crimes, compared to the youth in other counties in the district. On September 12th the News and Observer had an article about kids selling guns online. There has been a 19% increase in the youth ages younger than 15 that are selling and purchasing guns. Conversations were held with the youth in Lee County and they have said they wished they had somewhere to go. JCPC receives state funds and funds from the Department of Public Safety and because Lee has a small population there is not a lot of funding available. Lee County does not do a monetary match; however, it does an in-kind match by allowing operators to operate in the office. Glover said there is a need for day reporting centers that are youth focused. No action was taken.

IV. PUBLIC COMMENTS

The following people spoke during the public comments section of the meeting:

- Melissa Nance, 4293 S. Plank Road, Sanford, NC (Experience 180 - Total Package Program)
- Crystal Bennet, crystal.bennett@ncdps.gov (Area Consultant with Juvenile Justice)
- Alexandria Rye, 908 South Franklin Drive, avrye17@gmail.com (Support for Experience 180)
- Paul Tate, 705 Chatham Street, Sanford, NC, Director of Client Services for OMI (Experience 180 - Total Package)
- Sonia Dickens, 1100 East Pointe, Sanford, NC - DPS, Sanford Correctional Case Manager (Experience 180)
- Elouise Headen, 35 Quiet Country Lane - Harnett County (Experience 180 - Total Package)
- Barry McCormick, 35 Quiet Country Lane - Harnett County (Experience 180 - Total Package)
- Patricia Haws, 2902 Green Briar Drive, Sanford, NC (Experience 180 - Total Package)
- Brian Faust, 271 Pittsboro Street, Supervisor at Sanford DMV (Experience 180 - Total Package)
- Sandra Lemus, 520 Midland Avenue (Experience 180)

V. OLD BUSINESS

V.A Resolution Recognizing the Lee County Finance Department

Vice Chair Arianna Lavalley presented a Resolution in Recognition of the Lee County Finance Department for Receiving the Certificate of Achievement for Excellence in Financial Reporting, a copy of which is attached and incorporated into these minutes.

[Resolution- Finance Award.docx](#)

Motion: Motion to approve the Resolution in Recognition of the Lee County Finance Department for Receiving the Certificate of Achievement for Excellence in Financial Reporting.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

V.B Request to accept additional funds for the 361 ELC Reopening Schools SH Liaison Agreement Addenda.

This additional funding is to establish and expand COVID-19 screening and testing programs to support and maintain in-person learning in kindergarten through grade 12 schools. The federal government is providing financial resources throughout the Centers for Disease Control and Prevention under the ELC Reopening Schools award. The award will fund 1-2 School Health Liaisons and needed supplies. The Board of Health approved this item August 18, 2021. There were 86 reported positive COVID-19 cases today, and 30 were under 18 years of age. There is no county match required.

[361-0 FY22 Lee.pdf](#)

Motion: Motion to accept additional funds for the 361 ELC Reopening Schools SH Liaison Agreement Addenda in the amount of \$115,000.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

V.C Approve franchise agreement with FirstHealth of the Carolinas for EMS services for five years

County Attorney Whitney Parrish presented a contract with FirstHealth of the Carolinas for EMS services in Lee County. The contract includes performance measures the Provider must reach each month, monthly meetings between the County and Provider and a penalty provision if performance measures are not met quarterly. The budget impact is as follows: October 1, 2021-June 30, 2022 the County will pay \$750,000; July 1, 2022-June 30, 2023, the County will pay \$795,000; July 1, 2023-June 30, 2024 the County will pay \$842,700; July 1, 2024-June 30, 2025, the County will pay \$893,000; and July 1, 2025-June 30, 2026, the County will pay \$946,858.

[Exhibit A Chapter 10 Emergency Services Ordinance.pdf](#)

[Exhibit B Provider's Application for Franchise.pdf](#)

[Exhibit C Presentation of Provider Given to Lee County's Ambulance Advisory Committee.pdf](#)

[Exhibit D Provider's Responses to Questions Asked by Committee.pdf](#)
[Final Franchise Agreement 4.doc](#)

Motion: Motion to approve the franchise agreement with FirstHealth of the Carolinas for EMS services for five years.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

V.D Lease of 1218 Central Drive to FirstHealth of the Carolinas

The County owns property located at 1218 Central Drive. The County will lease the space to FirstHealth of the Carolinas beginning October 1, 2021. The lease will be for sixty days. After the sixty days the lease will be extended for the duration of the franchise once the required notice has been published and the extension is approved by the Board.

[FH-Lee County Lease Final 9.20.21.docx](#)

Motion: Motion to approve.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

V.E ARPA Funding Discussion

Assistant County Manager/Finance Director Lisa Minter provided a presentation regarding American Rescue Plan Act funds which provided \$1.9 trillion in funding to states. \$11.9 million was allocated for Lee County over a two-year period for costs from March 3, 2021 to December 31, 2026. A request was made to issue \$90,000 of the funds to include \$70,000 for a Fiscal Recovery Funds Manager and \$20,000 to secure professional service for grant research for matching grant availability. A copy of the presentation is attached and incorporated into these minutes.

[CSLRF grant ordinance - v2.doc](#)

[LC Board presentation - ARPA.pptx](#)

Motion: Motion to approve Grant Project Ordinance which will allocate \$90,000 of the appropriated \$11.9 million.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

V.F Discussion of Redistricting Plans

Strategic Services Director Don Kovasckitz stated at the last regular meeting the plans staff created based on the population data from the 2020 census were discussed. Staff analyzed whether the county should redistrict and looked at the population deviations. Two districts were out of deviation so the County is required to redistrict. The four proposed plans were once again summarized and Plan E was presented which was requested to combine Plans B-C. Staff requested that the Board narrow the scope of which plans will be taken to public hearing. County Attorney Whitney Parrish stated that notice of the hearing will be provided and copies of the maps will be available at the Planning Office, Board of Election, and the Library. County Manager Dr. John Crumpton stated that after the Board goes to public hearing the Board can make changes or go back to a previous plan and the Board can make comments as long as the changes aren't prohibited by law. Commissioner Bill Carver asked how the districts were defined. Subsequent to the creation of the plans, voter registration data was requested. County Attorney Whitney Parrish stated that because the information wasn't considered in pulling the districts, pulling the data alone was lawful. The redistricting is based on total population and when the maps were drawn, they were based on population numbers and there was no consideration of voter registration data or partisan data.

Motion: Motion to take Plans A and E to public hearing because Plan A provides the least amount of changes and Plan E is a blend of the other plans.

Mover: Dr. Andre Knecht

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

VI. NEW BUSINESS

VI.A Request to Appear - Experience 180 Inc.

Ashley Palmer, Chair of the executive board for Experience 180, along with Dr. Crystal McIver, CEO of Experience 180, and Deidre Stephenson, Chair of the Total Package board presented information regarding the purpose and benefit of the program. Experience 180 Inc. was created to assist individuals with changing direction by moving through self-advocacy, empowerment, and resource connections. Experience 180 has been operating since 2018 and has been established as a 501c3 non-profit organization since July 2020. The non-profit is governed by an executive board. CEO Dr. Crystal McIver who holds a PHD in human services, Master in Human Services Counseling and Executive Leadership, and MA in Human Services and Social Work started the first reentry program called Fresh Start while working for CCCC. Dr. McIver stated that the first program under Experience 180 is Total Package and is a reentry program that helps people navigate systems, resources, and society following incarceration. The organization's purpose is to help returning citizens successfully reenter society and improve public safety and save money. Experience 180 is located at 1216 Fayetteville Street. The Total Package has been able to support individuals with the goal of reentering society. The process starts where individuals volunteer to cooperate with the program, which starts with an intake and an assessment to learn more about the individuals and their needs and from there they are able to develop life coaching and a personal plan for each person. Mindset Maintenance is a curriculum created to help people change their mindset. Skills for Success is the partnership through the Community College and provides skills that are employability skills. The Chair of Total Package Reentry Committee, Deidre Stephenson, is an attorney in Sanford and is from Lee County. A Resource to Resource Fair will be held on Wednesday, October 27th from 10:30 a.m. until 12:30 p.m. at the Stevens Center at 1575 Kelly Drive, Sanford, NC to help better understand what resources are available in the community and how they can help the population. A new program that will be launched is the Olive Branch Program and is a strong family, strong community centered, safety first, client and family education and research, and resource connections program. DHHS is helping to design the Olive Branch Program. Dr. Crystal McIver, CEO of Experience 180 can be contacted at 919-0935-6890 or at cmcivere180@gmail.com. The website is www.exp180.com.

VI.B Consideration of Sandhills Center Resolution by Counties to Expand Board of Directors

Cardinal Innovations is dissolving and merging into Vaya LME/MCO which has created concerns for the counties. The Davidson and Rockingham Counties Board of Commissioners and County staff have had conversations with the Sandhills Center Board of Directors and Executive Leadership regarding potential realignment with the Sandhills Center. Davidson County Commissioners voted on June 22, 2021 to disengage from Cardinal Innovations to pursue the Sandhills Center. On July 19, 2021, the Rockingham County Commissioners voted to disengage from Cardinal Innovations and pursue Sandhills Center. On August 6, 2021 the NC DHHS Secretary approved both requests from the counties to realign with the Sandhills Center with an effective date of December 1, 2021. Sandhills Center has requested a resolution from the Lee County Board of Commissioners approving the addition and realignment of both counties to the Sandhills Center catchment area. NC Statutes limit the number of voting members of an LME/MCO Board of Directors to 21 members. Sandhills Center is currently at that maximum membership, leaving no vacant county board seats to distribute to Davidson and Rockingham County. This would mean that the current county board seat allocations would have to be redistributed in order to ensure all constituent counties are represented on the governing body. The proposed resolution also requests a statutory exemption to expand the number of voting Board members of the Sandhills Center Board of Directors. Commissioner Reives expressed concerns regarding the addition of the Counties and the availability of the services provided by the Sandhills Center and requested to table the item for further discussion on October 4, 2021.

[Commissioners Letter.pdf](#)

[Resolution by Counties to expand board.pdf](#)

Motion: Motion to table the proposed Resolution until the next meeting on October 4, 2021.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

VI.C Lee County Project 4841-01-21 Lee County Library Design Request for Qualifications

On July 22, 2021, Development Services along with the Finance Department opened a sealed Request for Qualifications for Project 4841-01-21 Lee County Library Design. Fifteen firms submitted proposals. After a panel review, five firms were asked to attend in-person follow-up interviews at the library from August 31st - September 1st. Development Services Director Santiago Giraldo, on behalf of the RFP committee, recommended the award of the design for Project 4841-01-21 to Vines Architecture.

[4841-01-21 Bid Tabulation Sheet.pdf](#)

[Lee County. Notice of Award- Architect - Lee County Library - 9SEP2021.pdf](#)

[12. Vines Architecture_RFQ 4841-01-21 Lee County Library.pdf](#)

Motion: Motion to approve staff recommendation for Lee County Project 4841-01-21 Lee County Library Design Firm Vines Architecture and authorize the Chairman to sign the contract.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

VI.D Request for Relief of Late Listing Penalty - Bharat Forge Aluminum USA

Items VI. D and VI. E were combined at the beginning of the meeting for discussion purposes. Tax Administrator Michael Brown stated that the listing period is January 1-31 and for Bharat Forge the listing was turned in on March 15th, so a late penalty was provided. Commissioner Knecht asked about policy when a company has been issued a late list penalty for the first time or has not received a penalty within the last five years. Guidelines were passed in November 2013. Dr. Crumpton stated that Bharat Forge is eligible for an economic development grant but has not received it because it was delayed for one year and the late listing exceeded 30 days under the guidelines. Coty listed late in 2017 and 2018. Coty has an economic development plan which it does not receive a payment from. It is the first time Prestige Products has filed a listing late. Coty filed both returns for Coty and HFC Prestige Products with the tax office.

[Bharat Forge Letter Requesting Relief.pdf](#)

[File Submitted by SeamlessDocs 3.15.21.pdf](#)

[Business Personal Listing Form - Bharat Forge.pdf](#)

[Bharat Forge 2021 Personal Property Tax Bill.pdf](#)

[Bill Inquiry Account View - Bharat Forge.pdf](#)

[Resolution Late Tax Listing Penalty Guidelines.pdf](#)

[NCGS 105-307.docx](#)

[NCGS 105-312.docx](#)

Motion: Motion that the late list penalty for Bharat Forge should be reduced to \$5,000 from \$15,215.08.

Mover: Dr. Andre Knecht

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

Motion: Motion to assess the full late list penalty to Coty and reduce the late list penalty to \$5,000 for HFC Prestige Products.

Mover: Bill Carver

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

VI.E Request for Relief of Late Listing Penalty - Coty and HFC Prestige Products Inc.

Combined with previous item.

[Coty Letter Requesting Relief.pdf](#)

[Business Personal Listing Form - Coty.pdf](#)

[Business Personal Listing Form - HFC Prestige](#)

[Products.pdf](#) [Coty 2021 Tax Bill.pdf](#)

[HFC Prestige Products 2021 Tax Bill.pdf](#)

[2021 Bill Inquiry Account View - Coty.pdf](#)

[2021 Bill Inquiry Account View - HFC Prestige Products.pdf](#)

[Resolution Late Tax Listing Penalty Guidelines.pdf](#)

[NCGS 105-307.docx](#)

[NCGS 105-312.docx](#)

VI.F Consider donation of the Board of Elections building to Johnston Lee Harnett Community Action

North Carolina General Statute 160A-279 allows a County to convey by private sale real property which it owns to a public entity which carries out a public purpose, for which the county has the legal authority to expend funds. According to North Carolina General Statute 153A -149(c)(3) authorizes the County to spend monies on social service programs which are not governed by the social services statute.

However, if the County wishes to donate the property, it will have to place covenants in the deed to ensure the entity continues to use the property for said public purpose.

The proposed covenants include that Johnston Lee Harnett Community Action will continue to operate as a non-profit authorized to do business in the State of North Carolina and it will continue to utilize state and federal funding to help provide services to low income members of Lee County and will not discriminate services based on anyone's race, color, religion, sex or national origin. Johnston Lee Harnett Community Action is also unable to lease the property for profit. If the property were to ever stop being used for theses public purposes, it will revert back to the County.

If the County decides to donate the property, the Board needs to adopt the accompanying resolution and authorize the Clerk to advertise the intent of the donation in The Sanford Herald. The closing on the property cannot occur until at least 10 days after the advertisement, to allow citizens the opportunity to contact the Board if they wish. After publication, staff will bring the property back to the Board to let them know of any responses from the public and then the Board can authorize the transfer. County Manager Dr. John Crumpton stated that a request was received in April for the donation of the building to the organization because they want to expand case management, homelessness, and housing services and they would like to get off the of the second floor since it is not ADA compliant. The staff recommendation is that the property be declared as surplus. Closing cannot occur until 10 days after advertisement for input and would be brought back to the board regarding any comments received before being transferred. The building cannot be sold by the donating party. Deed restriction would revert the property back to the County if operations were abandoned. Commissioner Sharpe as the representative on JLHCA recommended the donation of the property to the organization.

[Letter from JLHCA](#)

[Initial Resolution 225 Steele Street 9.9.21.docx](#)

Motion: Motion to declare property located at 225 S. Steele Street as surplus and move forward with donating the property to Johnston Lee Harnett Community Action.

Mover: Dr. Andre Knecht

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

VII. MANAGERS REPORTS

VII.A July 2021 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the July 2021 Financial Report, a copy of which is attached and incorporated into these minutes.

[Monthly Financial Report-New Format FY 2021-2022.pdf](#)

[monthly sales tax analysis2020-2021.pdf](#)

[historical sales tax analysis.pdf](#)

[countywide sales tax analysis 2020-2021.pdf](#)

VII.B August 2021 Financial Report

Assistant County Manager/Finance Director Lisa Minter presented the August 2021 Financial Report, a copy of which is attached and incorporated into these minutes. [August 2021 Financial Report.pdf](#)

VII.C County Manager's Monthly Report for the Month of September 2021

County Manager Dr. John Crumpton presented the monthly report for the month of September 2021, a copy of which is attached and incorporated into these minutes.

[County_Managers_Monthly_Report_Sept_2021.docx](#)

[Monthly Tax Collections Managers Report August](#)

[2021.docx PR Agenda.pdf](#)

[September TRC Agenda for 9.30.pdf](#)

[MONTHLY PERMIT REPORT AUGUST](#)

[2021.pdf 2021 SEPT](#)

[Library_Director_Report.pdf](#)

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The meeting adjourned at 8:35 p.m.

Mover: Robert Reives

For: 6 - Arianna Lavalley, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Bill Carver, Mark Lovick

Absent: 1 - Kirk Smith

Motion Result: Passed

Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board



ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Bad Debt Write-Off for FY 19-20

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	To approve the Bad Debit Write-Off for three Health Department Programs: Maternal Health, Child Health and Family Planning for FY19-20.
BUDGET IMPACT	This is a funding stipulation for state and federal programs.
ATTACHMENTS	FY 19-20 Bad Debt Write-Off Summary.pdf FY 19-20 Bad Debt Write-Off Summary.pdf LCHD BDWO - 6 Years - Sept. 2021rev.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Commissioners to approve the attached Bad Debit Write-Off for FY 19-20.
SUMMARY	

This is a state requirement and we are contractually bound to make both every effort to collect revenues owed to us and write-off those debts if they become uncollectible. The Board of Health approved this request September 15, 2021



MEMORANDUM

To: Board of Health

From: Carol Thompson, Health Dept. Finance

Date: September 15, 2021

Re: Bad Debt Status (Programs with outstanding debt for a period of one year, July 2019 - June 2020)

<u>Programs</u>	<u>Debt Amount</u>	
1) Child Health	\$ 153.00	89.34% ↓
2) Maternal Health	\$1,393.04	14.82% ↓
3) Family Planning	<u>\$9,314.97</u>	30.75% ↓
Grand Total = \$10,861.01*		

***This is a 34.26% total decrease over last year's report for FY 18-19.**

* Note: Although this is the close of FY 19-20, we never cease to make attempts to collect debt.



Lee County Public Health
P.O. Box 1528 - Sanford, NC 27331-1528
Phone 919-718-4640 - Fax 919-718-4632
Promoting better health and a safe environment for all Lee County residents



MEMORANDUM

To: Board of Health

From: Carol Thompson, Health Dept. Finance

Date: September 15, 2021

Re: Bad Debt Status (Programs with outstanding debt for a period of one year, July 2019 - June 2020)

<u>Programs</u>	<u>Debt Amount</u>	
1) Child Health	\$ 153.00	89.34% ↓
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Grand Total = \$10,861.01*		

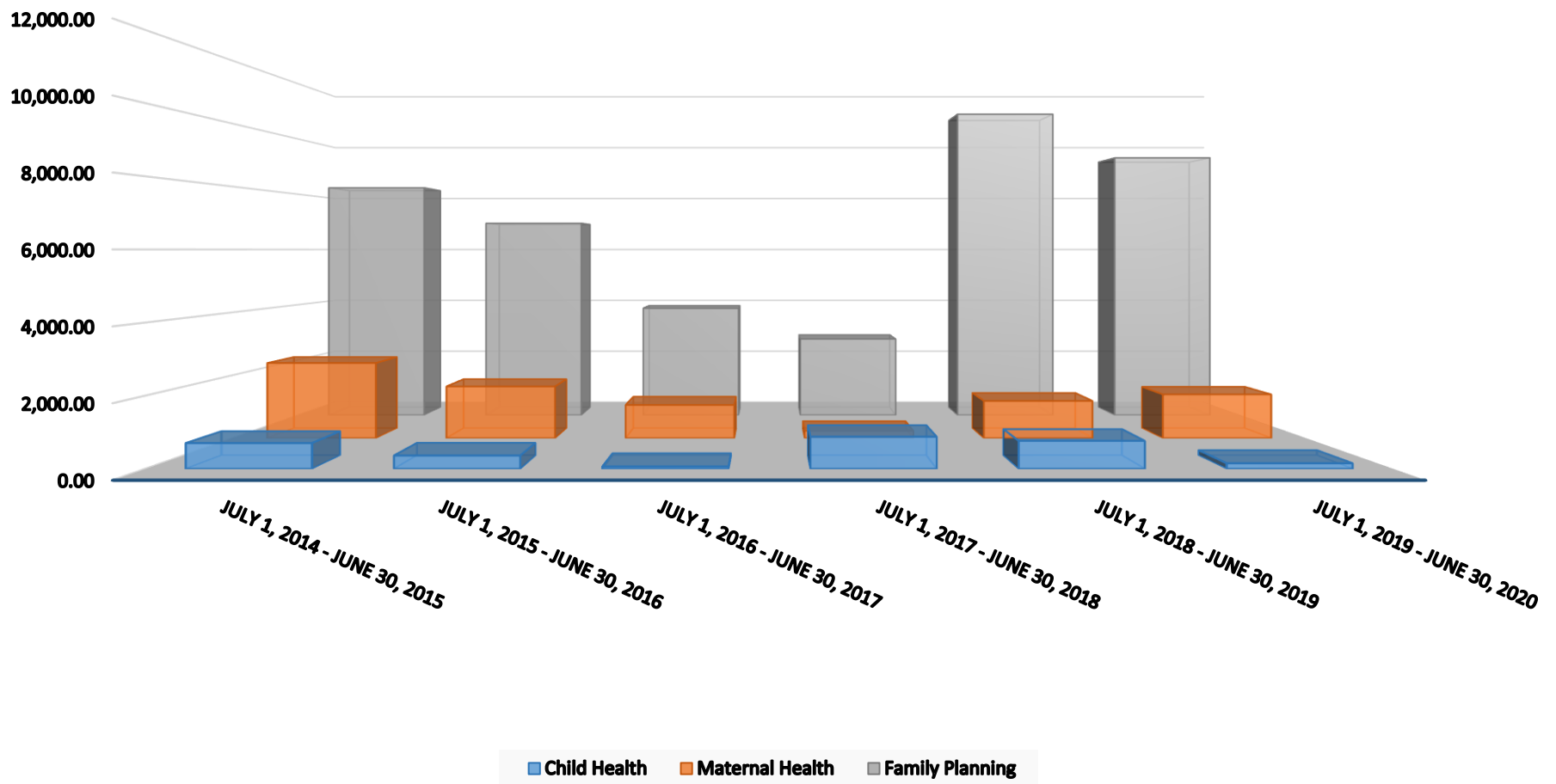
***This is a 34.26% total decrease over last year's report for FY 18-19.**

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P.O. Box 1528 - Sanford, NC 27331-1528
Phone 919-718-4640 - Fax 919-718-4632
Promoting better health and a safe environment for all Lee County residents

**Lee County Health Department
Bad Debt Write-Off
6 Year Comparison
September 15, 2021**





ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Apply for grant funding from the NEHA-FDA Retail Flexible Funding Model Grant Program.

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	This is a request to the Commissioners to allow Environmental Health to pursue additional grant funding from NEHA-FDA.
BUDGET IMPACT	Up to \$5,000 for completion of a Comprehensive Strategic Improvement Plan based on the completion of the Self-Assessment of all 9 Standards.
ATTACHMENTS	NEHA-FDA_Grant_Funding_Info.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Commissioners to give Environmental Health permission to apply for this grant.
SUMMARY	

Lee County Environmental Health is interested in applying for this funding opportunity to conform to FDA Retail Program Standards. The Board of Health approved this request September 15, 2021



NEHA-FDA Retail Flexible Funding Model Grant Program

Register Now

https://retailgrants.fluxx.io/user_session

The National Environmental Health Association (NEHA) and Food and Drug Administration (FDA) are pleased to announce the new Retail Flexible Funding Model (RFFM) Grant Program, opening for the first time in September 2021. The program will provide funding to state, local, tribal, and territorial (SLTT) retail food regulatory agencies as they advance conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) or Retail Program Standards. FDA will utilize NEHA's strengths to assist SLTT retail food programs in their efforts to reduce the occurrence of foodborne illness risk factors and implement and attain conformance with the Retail Program Standards.

The Grant Program Portal is Now Open for Registration

The NEHA-FDA RFFM Grant Program Portal is now accepting **[new account registrations here https://retailgrants.fluxx.io/user_sessions/new](https://retailgrants.fluxx.io/user_sessions/new)**. Additionally, the following are important dates regarding the application timeline:

- **September 1, 2021:** Grant Program Portal opens for **[registration https://retailgrants.fluxx.io/user_sessions/new](https://retailgrants.fluxx.io/user_sessions/new)** (user names and passwords will be sent on September 9, 2021)
- **September 9, 2021:** Grant Program Portal opens to accept new applications
- **November 15, 2021:** Grant Program Portal closes to new applications (at 7:59 p.m. EST)

Retail Flexible Funding Model Grant



What Can I Do Now?

STEP 1: [Register for a new account here <https://retailgrants.fluxx.io/user_sessions/new>](https://retailgrants.fluxx.io/user_sessions/new)

STEP 2: Prepare to submit an application by reviewing the following information:

- **Action 1: Enrollment in the Retail Program Standards**
 [<https://www.neha.org/retailgrants/action-1>](https://www.neha.org/retailgrants/action-1)
- **Action 2: Determining Your Eligibility, and Choosing an Application Track that Meets the Capacity Needs and Retail Program Standards Goals of Your Jurisdiction**
 [<https://www.neha.org/retailgrants/action-2>](https://www.neha.org/retailgrants/action-2)
- **Action 3: Understanding the Two Types of Base Grants and the Four Optional Add-On Grants** [<https://www.neha.org/retailgrants/action-3>](https://www.neha.org/retailgrants/action-3)
- **Action 4: Completing a Comprehensive Strategic Improvement Plan (CSIP), to be Attached to Your Base Grant Application**
 [<https://www.neha.org/retailgrants/action-4>](https://www.neha.org/retailgrants/action-4)

STEP 3: [View and download the full NEHA-FDA RFFM Grant Guidance here.](https://www.neha.org/sites/default/files/retailgrants/NEHA-FDA_RFFM_Grant_Guidance.pdf)

[<https://www.neha.org/sites/default/files/retailgrants/NEHA-FDA_RFFM_Grant_Guidance.pdf>](https://www.neha.org/sites/default/files/retailgrants/NEHA-FDA_RFFM_Grant_Guidance.pdf)

STEP 4: [Review our Frequently Asked Questions \(FAQ\) here.](https://neha.org/retailgrants/faq)

[<https://neha.org/retailgrants/faq>](https://neha.org/retailgrants/faq)

STEP 5: Please bookmark this page, <https://www.neha.org/retailgrants>

[<https://www.neha.org/retailgrants>](https://www.neha.org/retailgrants), as it will always contain the most up-to-date information about the grant program. Additionally, please register for our email distribution list using the form below.

What Is New and Improved?

Jurisdictions that apply for funding through the NEHA-FDA RFFM Grant Program can expect enhanced technical assistance. Applicants can expect simple applications and reporting, clear grant guidance, and a responsive technical assistance team standing by to assist applicants and grantees via phone or email.

New enhancements to the NEHA-FDA RFFM Grant Program include:

- A new level of simplicity, with elements of all three of the past retail funding programs—modest grants, large multiyear awards, and mentorship funding—all administered by NEHA and through one application portal.
- The addition of a NEHA Retail Support Team that possesses decades of retail experience at the local, state, and federal levels. Our team is ready to advise and assist you as you work to conform to the Retail Program Standards. This support will be available to you through the entire life cycle of the grant process.
- Significantly larger and multiyear funding for jurisdictions with ambitious goals to advance your conformance with the retail program standards.
- Add-on Special Project and Capacity Building Grants of up to \$100,000 per year, designed to support SLTT- or collaboration-led projects that will support and advance conformance with the Retail Program Standards regionally or nationally.

Have Questions? We're Here to Support!

For more information, contact:

NEHA-FDA Retail Flexible Funding Model Grant Program Support Team

Email: retailgrants@neha.org

Toll-Free: 1-833-575-2404

Sign Up for Email Updates

If you would like to receive news and updates when new information is available, please register your email address here.

First Name

Last Name

Organization

Email Address *

SUBMIT



ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Agreement Addenda 466 Advancing Equity. Request to accept additional funds for the Covid Cares Program.

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	Request for approval to accept \$39,900
BUDGET IMPACT	Additional funding for the COVID-19 Program; no county match.
ATTACHMENTS	466 FY22 Lee.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The Health Department respectfully requests the Commissioners to allow the health department to accept the additional funding for the Covid Cares Program Budget in the amount of \$39,900.
SUMMARY	

This additional funding for Fiscal Year 21-22 will enable the Lee County Health Department to address COVID-19 related health disparities and advance health equity by expanding the local health department's capacity and services to prevent and control COVID-19 infection or transmission among Historically Marginalized Populations or other priority populations. The Board of Health approved this request September 15, 2021

Division of Public Health

Agreement Addendum

FY 21-22

Page 1 of 5

Lee County Health Department
Local Health Department Legal Name

466 Advancing Equity
Activity Number and Description

09/01/2021 – 05/31/2022
Service Period

10/01/2021 – 06/30/2022
Payment Period

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

Chronic Disease and Injury Section
DPH Section / Branch Name

Karen Stanley, 919-604-3616,
karen.klein.stanley@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

I. **Background:**

Historically Marginalized Populations (HMPs) are “individuals, groups and communities that have been denied access to services, resources and power relationships across economic, political, and cultural dimensions as a result of systemic, durable and persistent racism, discrimination, and other forms of oppression.”¹ HMPs are “often identified based on their race, ethnicity, social-economic status, geography, religion, language, sexual identity and disability status.”¹ COVID-19 (a disease caused by the SARS-CoV-2 virus) has disproportionately affected HMPs placing them at higher risk of exposure, infection, hospitalization, and mortality. Additionally, HMPs have disproportionately higher rates of chronic diseases that increase the risk of serious complications from COVID-19 infection.

An estimated 64.7% of people in North Carolina have one of the underlying health conditions included in the CDC’s guidance on people at high risk for a severe illness from COVID-19. These underlying health conditions include chronic lung disease, cardiovascular disease, obesity, diabetes, kidney disease, liver disease, and immunosuppressive conditions and disorders, including cancer treatment, smoking, and other immune disorders.

An estimated 70.4% of adults in North Carolina are at higher risk for severe illness from COVID-19 based on being 65 or older, having at least one of the underlying health conditions, or both. These data are from the NC State Center for Health Statistics Behavioral Risk Factors Surveillance System (BRFSS) for 2019, which is the most recently available year of data.

¹ North Carolina Department of Health and Human Services. “Historically Marginalized Populations Engagement Toolkit for Healthcare Systems and Providers.” <https://www.ncminorityhealth.org/documents/Provider-HMP-EngagementToolkit-Web.pdf>.

Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
---	---

The North Carolina Division of Public Health (DPH) received funding from the Centers for Disease Control and Prevention (CDC) titled “National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and ethnic Minority Populations and Rural Communities” hereafter known as the Advancing Equity grant. This new funding initiative will address COVID-19 related health disparities and advance health equity by improving state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

II. Purpose:

With funding from the CDC’s Advancing Equity grant, this Agreement Addendum provides funds for the Local Health Department to address COVID-19-related health disparities and advance health equity by expanding local health department capacity and services to prevent and control COVID-19 infection (or transmission) among HMPs, or other priority populations.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Designate a staff member to carry out all duties outlined in this Agreement Addendum. If there is any change in staff designated, including vacancy, provide updates within 30 days of the staff change. In the event of a staff change, train the newly hired or appointed designated staff person to implement the strategy or strategies proposed in this Agreement Addendum within the first month of hiring or appointing to the role.
2. Participate in Advancing Equity state program conference calls, meetings, and training sessions for program updates, peer-to-peer sharing opportunities, and capacity building on equity.
3. Conduct a minimum of one meeting each quarter with the Healthier Together regional leader to exchange information and identify opportunities for coordination.
4. Establish a process to ensure equity is integrated into the LHD’s services and resources. Review and amend, as necessary, the LHD’s mission statement, strategic plans, and policies and procedures to promote equity. (Available resources to guide your equity process can be found at <https://www.cdc.gov/nccdphp/dch/pdf/healthequityguide.pdf>.) The following internal activities are required by this Agreement Addendum:
 - a. Provide annual training for staff on health equity, racial equity and/or determinants of health;
 - b. Establish a permanent workgroup to assess and improve the internal equity practices of the LHD including tracking equity efforts; This workgroup must include an executive team member in addition to programmatic and support staff, and should include, when possible, a representative from Human Resources, Finance, Health Education and Clinical/Direct Services. Staff leading this workgroup, or a workgroup designee, must ensure liaison between the Local Health Department and the Regional Public Health Workforce Leadership Team from their region, as appropriate;
 - c. Assess the LHD’s mission, organizational culture, recruiting and hiring policies and practices, partnerships, and programs using the [REJI Organizational Race Equity Toolkit](#) (2nd edition)² or other validated assessment tool approved by the DPH Advancing Equity Coordinator; and
 - d. Develop an organizational equity plan.

² <https://justleadwa.org/wp-content/uploads/2020/11/REJI-Toolkit-v2-Final-2020-3.pdf>

5. Establish or have membership in an Equity Advisory Council consisting of members from historically marginalized populations (HMPs) that exist in the LHD's county or counties to seek guidance from the Council on internal and external operations in support of equity. Membership on the Council should include representation from African Americans, Latinos/Hispanics, American Indians from state-recognized tribes, Asian Americans, LGBTQ+ persons, and those with disabilities, when applicable. (Available resources to guide engagement such as the HMP Engagement Toolkit can be found at <https://www.ncminorityhealth.org/documents/Provider-HMP-EngagementToolkit-Web.pdf>.)
6. Implement a communications and messaging campaign addressing COVID-19 prevention and vaccination for populations at higher risk, underserved, and disproportionately affected. The campaign outline and materials are to be submitted by email to the DPH Advancing Equity Coordinator prior to deployment of campaign as the campaign must be preapproved by the DPH Advancing Equity Coordinator to ensure adherence to cultural competency principles.

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. At least one part-time or full-time employee hired or appointed that is dedicated to incorporating equity processes, improvements, and implementing the strategies described within this Agreement Addendum.
- b. Staff participation in Advancing Equity state program calls/meetings, and training sessions.
- c. Designated staff having conducted at least one meeting each quarter with the Healthier Together regional leader.
- d. The LHD having provided or facilitated at least one racial and/or health equity training session for staff from the state-approved training options.
- e. The establishment of a permanent workgroup at the Local Health Department which includes a representative from the executive team and programmatic and support staff, to improve its internal and external practices to support equity which includes tracking equity efforts.
- f. Health and/or racial equity assessment conducted as prescribed by DPH's Advancing Equity Coordinator.
- g. An organizational equity plan developed as prescribed by DPH's Advancing Equity Coordinator.
- h. Establishment of or membership in an Equity Advisory Council with membership composed of at least three individuals from historically marginalized populations and/or community organizations that represent or are led by historically marginalized populations.
- i. Implementation of an approved communications/messaging campaign addressing COVID-19 prevention/vaccination on populations at higher risk, underserved, and/or disproportionately affected.

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which for this Activity, can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

The LHD shall:

- a. Upload the designated staff contact information to Smartsheet by September 30, 2021; updates about changes in designated staff shall be uploaded to Smartsheet within 30 days of the staff change.
- b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for September 2021 and is due by October 22, 2021.
- c. Complete **Periodic Progress Reports** via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required activities. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for September 2021 activities and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The periods for these progress reports are defined as:
 - September 2021
 - October 2021 – December 2022
 - January – March 2022
 - April – May 2022
- d. Upload the LHD's organizational equity plan in Smartsheet as part the final Periodic Progress Report on June 22, 2022.
- e. The LHD shall complete a **COVID-19 Response Plan** via the Smartsheet dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 466 as well as for other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any questions the LHD has should be directed to the DPH Division Director's Office at lhhealthserviceta@dhhs.nc.gov.

V. **Performance Monitoring and Quality Assurance:**

The Advancing Equity grant is monitored by the DPH Advancing Equity Coordinator through review of the progress reports, and during conference calls with the Local Health Department to review progress towards completion of the work plan activities. DPH shall maintain contact via site visits, email, telephone or videoconference to monitor programmatic and fiscal performance.

If deficiencies in performance are identified, DPH shall notify the Local Health Department immediately via email or telephone and if needed, it will be communicated that a corrective action plan is required. Failure to comply with the requirements in the resulting corrective action may result in a decrease in funding or removal from consideration for future funding.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Funds cannot be used for lobbying, research, clinical care, or reimbursement of pre-award costs. Recipients may not use Advancing Equity program funding for the purchase of office furniture or computer equipment without prior written approval from the DPH Advancing Equity Coordinator.
3. All expenditures over \$500.00 (with exception of staff salary) must have prior approval from the DPH Advancing Equity Coordinator.

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.391 Federal awd date: 5/28/21 Is award R&D? no FAIN: NH75OT000028 Total amount of fed awd: \$ 39,638,025

CFDA name:	Activities to Support State, Tribal and Territorial (STLT) Health Department Response to Public Health or Healthcare Crisis	Fed award project description:	NC Re: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities		
		Fed awarding agency:	DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate:	n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	39,900	39,900	Jackson	019728518	39,900	39,900
Albemarle	130537822	319,200	319,200	Johnston	097599104	39,900	39,900
Alexander	030495105	39,900	39,900	Jones	095116935	39,900	39,900
Anson	847163029	39,900	39,900	Lee	067439703	39,900	39,900
Appalachian	780131541	119,700	119,700	Lenoir	042789748	39,900	39,900
Beaufort	091567776	39,900	39,900	Lincoln	086869336	39,900	39,900
Bladen	084171628	39,900	39,900	Macon	070626825	39,900	39,900
Brunswick	091571349	39,900	39,900	Madison	831052873	39,900	39,900
Buncombe	879203560	39,900	39,900	MTW	087204173	119,700	119,700
Burke	883321205	39,900	39,900	Mecklenburg	074498353	=	=
Cabarrus	143408289	39,900	39,900	Montgomery	025384603	39,900	39,900
Caldwell	948113402	39,900	39,900	Moore	050988146	39,900	39,900
Carteret	058735804	39,900	39,900	Nash	050425677	39,900	39,900
Caswell	077846053	39,900	39,900	New Hanover	040029563	39,900	39,900
Catawba	083677138	39,900	39,900	Northampton	097594477	39,900	39,900
Chatham	131356607	39,900	39,900	Onslow	172663270	39,900	39,900
Cherokee	130705072	39,900	39,900	Orange	139209659	39,900	39,900
Clay	145058231	39,900	39,900	Pamlico	097600456	39,900	39,900
Cleveland	879924850	39,900	39,900	Pender	100955413	39,900	39,900
Columbus	040040016	39,900	39,900	Person	091563718	39,900	39,900
Craven	091564294	39,900	39,900	Pitt	080889694	39,900	39,900
Cumberland	123914376	39,900	39,900	Polk	079067930	39,900	39,900
Dare	082358631	39,900	39,900	Randolph	027873132	39,900	39,900
Davidson	077839744	39,900	39,900	Richmond	070621339	39,900	39,900
Davie	076526651	39,900	39,900	Robeson	082367871	39,900	39,900
Duplin	095124798	39,900	39,900	Rockingham	077847143	39,900	39,900
Durham	088564075	39,900	39,900	Rowan	074494014	39,900	39,900
Edgecombe	093125375	39,900	39,900	Sampson	825573975	39,900	39,900
Foothills	782359004	79,800	79,800	Scotland	091564146	39,900	39,900
Forsyth	105316439	39,900	39,900	Stanly	131060829	39,900	39,900
Franklin	084168632	39,900	39,900	Stokes	085442705	39,900	39,900
Gaston	071062186	39,900	39,900	Surry	077821858	39,900	39,900
Graham	020952383	39,900	39,900	Swain	146437553	39,900	39,900
Granville-Vance	063347626	79,800	79,800	Toe River	113345201	119,700	119,700
Greene	091564591	39,900	39,900	Transylvania	030494215	39,900	39,900
Guilford	071563613	39,900	39,900	Union	079051637	39,900	39,900
Halifax	014305957	39,900	39,900	Wake	019625961	=	=
Harnett	091565986	39,900	39,900	Warren	030239953	39,900	39,900
Haywood	070620232	39,900	39,900	Wayne	040036170	39,900	39,900
Henderson	085021470	39,900	39,900	Wilkes	067439950	39,900	39,900
Hoke	091563643	39,900	39,900	Wilson	075585695	39,900	39,900
Hyde	832526243	39,900	39,900	Yadkin	089910624	39,900	39,900
Iredell	074504507	39,900	39,900				

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 466	AA	1161 7955 LZ	Proposed Total	New Total
Service Period		09/01-05/31		
Payment Period		10/01-06/30		
01 Alamance	* 0	39,900	39,900	39,900
D1 Albemarle	* 0	319,200	319,200	319,200
02 Alexander	* 0	39,900	39,900	39,900
04 Anson	* 0	39,900	39,900	39,900
D2 Appalachian	* 0	119,700	119,700	119,700
07 Beaufort	* 0	39,900	39,900	39,900
09 Bladen	* 0	39,900	39,900	39,900
10 Brunswick	* 0	39,900	39,900	39,900
11 Buncombe	* 0	39,900	39,900	39,900
12 Burke	* 0	39,900	39,900	39,900
13 Cabarrus	* 0	39,900	39,900	39,900
14 Caldwell	* 0	39,900	39,900	39,900
16 Carteret	* 0	39,900	39,900	39,900
17 Caswell	* 0	39,900	39,900	39,900
18 Catawba	* 0	39,900	39,900	39,900
19 Chatham	* 0	39,900	39,900	39,900
20 Cherokee	* 0	39,900	39,900	39,900
22 Clay	* 0	39,900	39,900	39,900
23 Cleveland	* 0	39,900	39,900	39,900
24 Columbus	* 0	39,900	39,900	39,900
25 Craven	* 0	39,900	39,900	39,900
26 Cumberland	* 0	39,900	39,900	39,900
28 Dare	* 0	39,900	39,900	39,900
29 Davidson	* 0	39,900	39,900	39,900
30 Davie	* 0	39,900	39,900	39,900
31 Duplin	* 0	39,900	39,900	39,900
32 Durham	* 0	39,900	39,900	39,900
33 Edgecombe	* 0	39,900	39,900	39,900
D7 Foothills	* 0	79,800	79,800	79,800
34 Forsyth	* 0	39,900	39,900	39,900
35 Franklin	* 0	39,900	39,900	39,900
36 Gaston	* 0	39,900	39,900	39,900
38 Graham	* 0	39,900	39,900	39,900
D3 Gran-Vance	* 0	79,800	79,800	79,800
40 Greene	* 0	39,900	39,900	39,900
41 Guilford	* 0	39,900	39,900	39,900
42 Halifax	* 0	39,900	39,900	39,900
43 Harnett	* 0	39,900	39,900	39,900
44 Haywood	* 0	39,900	39,900	39,900
45 Henderson	* 0	39,900	39,900	39,900
47 Hoke	* 0	39,900	39,900	39,900
48 Hyde	* 0	39,900	39,900	39,900
49 Iredell	* 0	39,900	39,900	39,900
50 Jackson	* 0	39,900	39,900	39,900
51 Johnston	* 0	39,900	39,900	39,900

52 Jones	* 0	39,900	39,900	39,900
53 Lee	* 0	39,900	39,900	39,900
54 Lenoir	* 0	39,900	39,900	39,900
55 Lincoln	* 0	39,900	39,900	39,900
56 Macon	* 0	39,900	39,900	39,900
57 Madison	* 0	39,900	39,900	39,900
D4 M-T-W	* 0	119,700	119,700	119,700
60 Mecklenburg		0	0	0
62 Montgomery	* 0	39,900	39,900	39,900
63 Moore	* 0	39,900	39,900	39,900
64 Nash	* 0	39,900	39,900	39,900
65 New Hanover	* 0	39,900	39,900	39,900
66 Northampton	* 0	39,900	39,900	39,900
67 Onslow	* 0	39,900	39,900	39,900
68 Orange	* 0	39,900	39,900	39,900
69 Pamlico	* 0	39,900	39,900	39,900
71 Pender	* 0	39,900	39,900	39,900
73 Person	* 0	39,900	39,900	39,900
74 Pitt	* 0	39,900	39,900	39,900
75 Polk	* 0	39,900	39,900	39,900
76 Randolph	* 0	39,900	39,900	39,900
77 Richmond	* 0	39,900	39,900	39,900
78 Robeson	* 0	39,900	39,900	39,900
79 Rockingham	* 0	39,900	39,900	39,900
80 Rowan	* 0	39,900	39,900	39,900
82 Sampson	* 0	39,900	39,900	39,900
83 Scotland	* 0	39,900	39,900	39,900
84 Stanly	* 0	39,900	39,900	39,900
85 Stokes	* 0	39,900	39,900	39,900
86 Surry	* 0	39,900	39,900	39,900
87 Swain	* 0	39,900	39,900	39,900
D6 Toe River	* 0	119,700	119,700	119,700
88 Transylvania	* 0	39,900	39,900	39,900
90 Union	* 0	39,900	39,900	39,900
92 Wake		0	0	0
93 Warren	* 0	39,900	39,900	39,900
96 Wayne	* 0	39,900	39,900	39,900
97 Wilkes	* 0	39,900	39,900	39,900
98 Wilson	* 0	39,900	39,900	39,900
99 Yadkin	* 0	39,900	39,900	39,900
Totals		3,910,200	3,910,200	3,910,200

Sign and Date - DPH Program Administrator <i>Karen Stanley</i> 8/19/2021	Sign and Date - DPH Section Chief <i>Joyce Wood</i> 8/19/2021
Sign and Date - DPH Contracts Office <i>Greeneko Stuart</i> 8/24/2021	Sign and Date - DPH Budget Officer <i>S. L. L. L.</i> 8/25/21



ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Approval of Budget Amendment #10/04/21

DEPARTMENT: Finance

CONTACT PERSON: Candace Confair, Assistant Finance Director

TYPE: Consent Agenda

REQUEST	Approval of Budget Amendment #10/04/21/06
BUDGET IMPACT	See below
ATTACHMENTS	10-04-21-06.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Budget Amendment #10/04/21/06
SUMMARY	

Finance - to assign funds (\$90,000) approved in the ARPA grant ordinance project fund to various lines Capital Project - to appropriate funds (\$352,000) for Horton Pool Renovations

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 10/04/21/06

DATE: October 4, 2021

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance	1100-3990-39900	Fund Balance Appropriated	4,500,218	352,000	4,852,218
TOTAL CHANGES				352,000	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Miscellaneous Expense	1100-9800-49520	Transfer to Park Improvements	-	352,000	352,000
TOTAL CHANGES				352,000	

SECTION III. THE FOLLOWING ARPA FUND (2114) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	2114-3930-32891	American Rescue Plan Funds	-	90,000	90,000
TOTAL CHANGES				90,000	

SECTION IV. THE FOLLOWING ARPA FUND (2114) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Finance	2114-4130-41200	Salaries & Wages	-	46,204	46,204
Finance	2114-4130-42100	FICA	-	3,535	3,535
Finance	2114-4130-42210	Retirement	-	5,276	5,276
Finance	2114-4130-42220	401k Retirement Plan	-	2,310	2,310
Finance	2114-4130-42300	Group Insurance	-	8,544	8,544
Finance	2114-4130-43100	Professional Services	-	20,000	20,000
Finance	2114-4130-43400	Conference & Mtg Registration	-	500	500
Finance	2114-4130-43410	Travel	-	750	750
Finance	2114-4130-44100	Office/Department Supplies	-	281	281
Finance	2114-4130-46412	Technology Eq \$500-\$4,999	-	2,000	2,000
Finance	2114-4130-46416	Technology Equipment <\$500	-	600	600
TOTAL CHANGES				90,000	

SECTION V. THE FOLLOWING PARK IMPROVEMENTS FUND (4837) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	4837-3930-39700	Transfer from General Fund	1,050,000	352,000	1,402,000
TOTAL CHANGES				<u>352,000</u>	

SECTION VI. THE FOLLOWING PARK IMPROVEMENTS FUND (4837) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Horton Park	4837-8117-46300	General Construction	1,228,162	352,000	1,580,162
TOTAL CHANGES				<u>352,000</u>	

KIRK SMITH, CHAIR

JENNIFER GAMBLE, CLERK TO THE BOARD



ITEM #: II.G

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Addition of Fiscal Relief Manager to the 2021-2022 Lee County Pay and Classification Plan

DEPARTMENT: Finance

CONTACT PERSON: Lisa Minter, Assistant County Manager/Finance Director

TYPE: Consent Agenda

REQUEST	Add the position of Fiscal Relief Manager to the 2021-2022 Lee County Pay and Classification Plan
BUDGET IMPACT	Salary and fringes are estimated to cost \$65, 869 for the first year. Costs will be covered with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) approved the Board of Commissioners on September 20, 2021.
ATTACHMENTS	Fiscal Recovery Manager (002).docx Pay Plan Rates Effective October 4 2021.pdf
PRIOR BOARD ACTION	The Board of Commissioners approved a grant ordinance for CSLFRF on September 20, 2021 that appropriated \$70,000 for salary, fringes and other costs related to this position.
RECOMMENDATION	Add the position of Fiscal Relief Manager to the 2021-2022 Lee County Pay and Classification Plan
SUMMARY	

On September 20, 2021, the Board of Commissioners approved a grant ordinance for the CSLFRF. The ordinance appropriated funds for a position to manage the funds that the County will receive. A job description has been developed and the position needs to be added to the 2021-2022 Lee County Pay and Classification Plan.

Fiscal Recovery Manager

Department: Finance

FLSA Status: Exempt

General Definition of Work

Performs skilled professional work that includes establishment, coordination and oversight of the County's American Rescue Plan Act (ARPA) implementation. Work includes all facets of ARPA program management in accordance with federal requirements to ensure compliance with spending parameters, monitoring, and accurate reporting. Work is performed under the general direction of the Assistant County Manager/Director of Finance.

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

Obtain and maintain thorough knowledge, understanding, and awareness of the ARPA.

Responsible for administration and support for ARPA programs and related initiatives.

Serves as subject matter expert to Lee County Staff and Board of Commissioners.

Plan, direct, and coordinate financial activity of grant-funded projects/programs to ensure that objectives are accomplished according to federal, state, and local regulations.

Oversee both the pre-award and post-award activity for assigned grant funding. Manage federal grant funding as mandated by federal grant guidance. Coordinate budget development, allowable direct and indirect costs. Funding allocations, and appropriate approvals.

Create new grant project budgets, monitor all expense, verify availability of funds and allowable expenses as dictated by federal grant guidance.

Provides timely and accurate reporting and documentation in compliance with federal and state requirements.

Manage financial monitoring, tracking, and reporting activities for ARPA funds and projects.

Coordinate assessment of government operations and community needs for consideration of use of ARPA funds.

Explore and assess programs and activities that contribute to recovery and long-term transformational success.

Establish metrics and benchmarks for gauging success of implementation of the County's ARPA program.

Research and compile Lee County and peer community ARPA response efforts.

Collaborate with regional partners where appropriate.

In coordination with the Assistant County Manager, seek out and evaluate grants, earmarks and other revenue sources for programs and priorities to preserve ARPA funds for other gaps and priorities.

Develop community awareness through engagement events and stories to celebrate ARPA and small business success stories.

Explore new creative and innovative programs aligned with ARPA guidelines to provide to the community.

Provide support for legislative agenda activities and communication with other entities.

Perform related work as required.

Fiscal Recovery Manager

Knowledge, Skills and Abilities

Considerable knowledge of government policy and practice, particularly in the areas of policy development and analysis, community engagement, research, budget planning, and financial analysis, accounting, and reporting. Ability to review and interpret complex legal documents and related information. Adept at demonstrating best practices and principles associated with strategic planning, priority setting, project management and performance measurement and benchmarking. Exceptional written and oral communications essential. Ability to interact with the public, elected officials and internal and external stakeholders effectively. Must be proficient with the Microsoft Office Suite of software programs.

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Education and Experience

Any combination of education and experience equivalent to a bachelor's degree from an accredited college or university, with major course work in business, finance or public administration or a related field. Master's degree is preferred. Five or more years' experience working in government at a responsible level is required. Local government experience desirable.

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

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

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 October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
55	23,967	30,558	37,149	(s) Community Social Services Assistant (s) Community Health Assistant Housekeeping Assistant Van Driver
56	25,117	32,025	38,932	
57	26,323	33,562	40,801	Library Assistant I Library Assistant/Library Custodian
58	27,587	35,174	42,760	(s) Animal Shelter Attendant (s) Medical Records Assistant III (s) Office Assistant III (s) Patient Relations Representative III (s) Processing Assistant III Route Scheduling Specialist
59	28,912	36,862	44,812	Administrative Assistant I - Transportation Administrative Assistant I - Soil and Water (s) Accounting Technician I Administrative Support Assistant - Parks and Recreation Data Entry Specialist Elections Specialist (s) Income Maintenance Technician (s) Information Processing Assistant I Maintenance Worker Revenue Collections Clerk
60	30,299	38,631	46,963	(s) Accounting Clerk IV Deputy Register of Deeds I (s) Finance Accounting Specialist I (s) Foreign Language Interpreter I Housekeeping Supervisor Library Assistant II (s) Medical Records Assistant IV Nutrition-Senior Center Coordinator (s) Office Assistant IV (s) Patient Relations Representative IV (s) Processing Assistant IV Tax Assistant - Collections Tax Assistant - Listings

LEE COUNTY CLASSIFICATION AND PAY PLAN

Effective October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
61	31,753	40,485	49,217	(s) Accounting Technician II Administrative Support Assistant III Courtroom Security Officer (non-sworn) Deputy Tax Collector Gymnastics Program Assistant (s) Income Maintenance Caseworker I Land Records Technician Property Valuation Specialist
62	33,277	42,428	51,579	(s) Animal Control Officer II Elections Technician Finance Accounting Specialist II Human Resources Assistant Library Assistant III Maintenance Mechanic (s) Medical Records Assistant V (s) Practical Nurse II (s) Processing Assistant V Sanitation Equipment Operator
63	34,874	44,465	54,056	(s) Accounting Technician III Accounting Specialist - Sheriff (s) Administrative Assistant I Administrative Assistant III - Sheriff Administrative Support Specialist - Transportation (s) Child Support Agent I Deputy Register of Deeds II (s) Environmental Health Technician Executive Assistant - Sheriff Fitness and Wellness Coordinator (s) Foreign Language Interpreter II (s) Human Resource Placement Specialist (s) Income Maintenance Caseworker II (s) Income Maintenance Investigator I (s) Nutritionist I (s) Personnel Technician I Senior Center Caregiver Specialist Sheriff Lab Technician (Non Sworn) (s) Social Worker I Solid Waste Enforcement Officer

LEE COUNTY CLASSIFICATION AND PAY PLAN
Effective October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
64	36,548	46,599	56,650	Circulation and Administrative Supervisor Deputy Director of Elections Electrical Maintenance Mechanic Finance Accounting Specialist III HVAC Maintenance Mechanic Librarian I Senior Insurance & Volunteer Services Specialist
65	38,303	48,836	59,369	Administrative Assistant II (s) Animal Control Supervisor I (s) Child Support Agent II (s) Community Employment Case Manager Emergency Management Specialist Human Resources Technician (s) Income Maintenance Caseworker III (s) Income Maintenance Investigator II (s) Income Maintenance Investigator Supervisor I Nutrition Program Director Veterans Service Officer I
66	40,141	51,181	62,220	Assistant Tax Collections Manager Engineering Technician Finance Accounting Specialist IV Horticulturist (s) Human Services Coordinator II (s) Human Resources Technician II (s) Lead Child Support Agent Maintenance Supervisor Librarian II Management Analyst (s) Medical Lab Technician II (s) Nutritionist II Paralegal (s) Public Health Education Specialist Solid Waste Maintenance Specialist
67	42,068	53,637	65,206	(s) Accounting Specialist I Administrative Assistant III Business Personal Property Appraiser Community Services Coordinator Emergency Services Coordinator

LEE COUNTY CLASSIFICATION AND PAY PLAN

Effective October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
67	42,068	53,637	65,206	Fire Inspector Human Resources Analyst (s) Income Maintenance Supervisor II (s) Personnel Technician II Soil Conservationist (s) Social Worker II Veterans Officer II
68	44,088	56,212	68,335	Administrative & Marketing Specialist Parks and Recreation Administrative & Marketing Specialist Senior Services Athletic Supervisor (s) Child Support Supervisor II Clerk to the Board Commercial Property Appraiser Computer Support Technician (s) Computer Support Technician II Gymnastics Supervisor Librarian III (s) Nutritionist III Outdoor Education Specialist (s) Public Health Educator II Real Property Appraiser Recreation Programmer
69	46,204	58,910	71,615	(s) Accounting Specialist II Fiscal Recovery Manager GIS Specialist (s) Income Maintenance Supervisor III IT Systems Applications Engineer IT Systems Engineer Pre Trial Services Coordinator Public Safety IT Systems Engineer Risk Management/Administrative Assistant (s) Social Worker III Social Worker Supervisor - Senior Services Soil Conservationist Supervisor Systems Telecom Engineer
70	48,422	61,738	75,053	Administrative Officer II - General Services Communications Specialist Park Operations Supervisor (s) Public Health Nurse I Revaluation Coordinator Senior Center Program Director (s) Social Worker IV (s) Social Worker(Investigative/Assessment and Treatment Transportation Coordinator

LEE COUNTY CLASSIFICATION AND PAY PLAN

Effective October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
71	50,746	64,701	78,655	Board of Elections Director Deputy Fire Marshall (s) Environmental Health Specialist Parks Manager Tax Collection Manager Tax Listings Manager
72	53,181	67,806	82,431	(s) Income Maintenance Administrator I (s) Public Health Nurse II Recreation Superintendent Solid Waste Superintendent
73	55,734	71,061	86,388	Assistant Finance Director Community & Governmental Relations Manager Network Administrator (s) Public Health Nurse III (s) Social Work Supervisor III
74	58,409	74,472	90,534	Appraisal Manager (s) Environmental Health Supervisor I Fire Marshal IT Systems Analyst (s) Public Health Nursing Supervisor I (s) Social Work Program Manager
75	61,213	78,047	94,880	Director of Parks and Recreation Director of Senior Services
76	64,151	81,793	99,434	
77	67,231	85,719	104,207	Deputy Director of General Services (s) Public Health Nursing Director I Director of Library Services
78	70,457	89,833	109,209	Director of Emergency Services Director of Human Resources
79	73,839	94,145	114,451	Deputy County Attorney/Clerk to the Board
80	77,384	98,665	119,945	(s) Attorney II County Engineer Development Services Director Director of Information Technology Director of Strategic Services

LEE COUNTY CLASSIFICATION AND PAY PLAN

Effective October 4, 2021

Grade	Minimum	Midpoint	Maximum	Classification
81	81,099	103,401	125,702	Director of General Services Tax Administrator
82	84,991	108,364	131,736	Finance Director (s) Physician Extender II (s) Public Health Director (s) Social Services Director
83	89,070	113,565	138,059	
84	93,345	119,016	144,686	
85	97,827	124,729	151,631	
86	102,522	130,716	158,909	Assistant County Manager/Finance Director
NG				County Manager County Attorney Sheriff Register of Deeds

(s) Indicates class may be used for positions subject to State Personnel Act



ITEM #: III.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Public Hearing for Redrawing Boundaries of Lee County Commissioner Electoral Districts (Redistricting)

DEPARTMENT: Legal

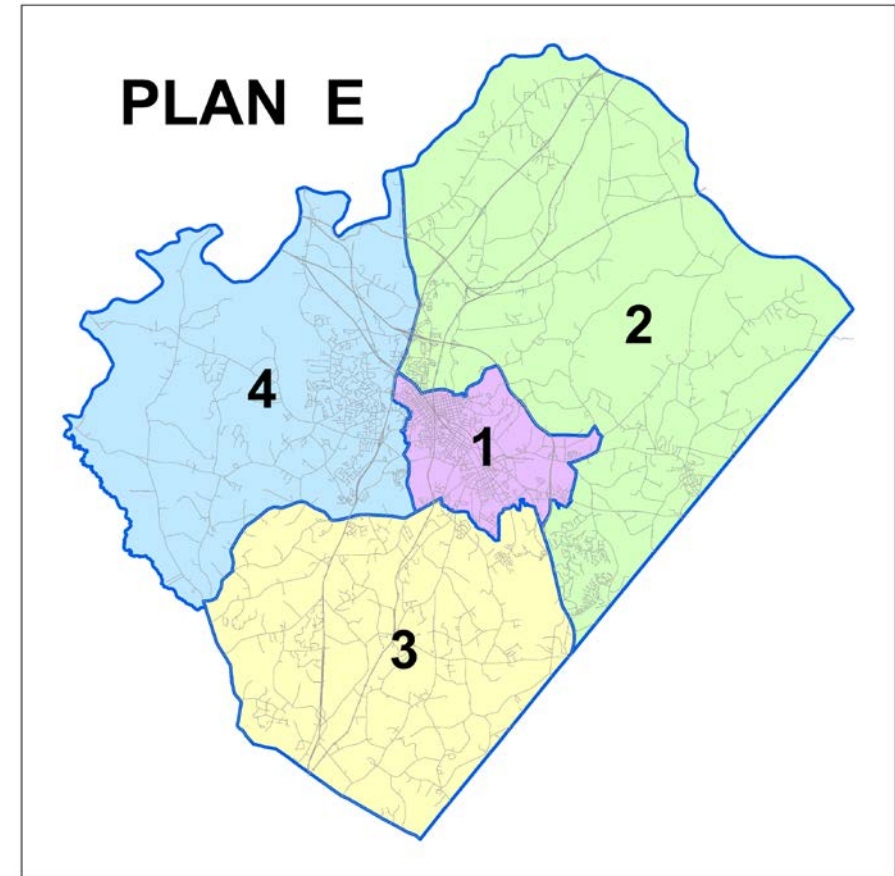
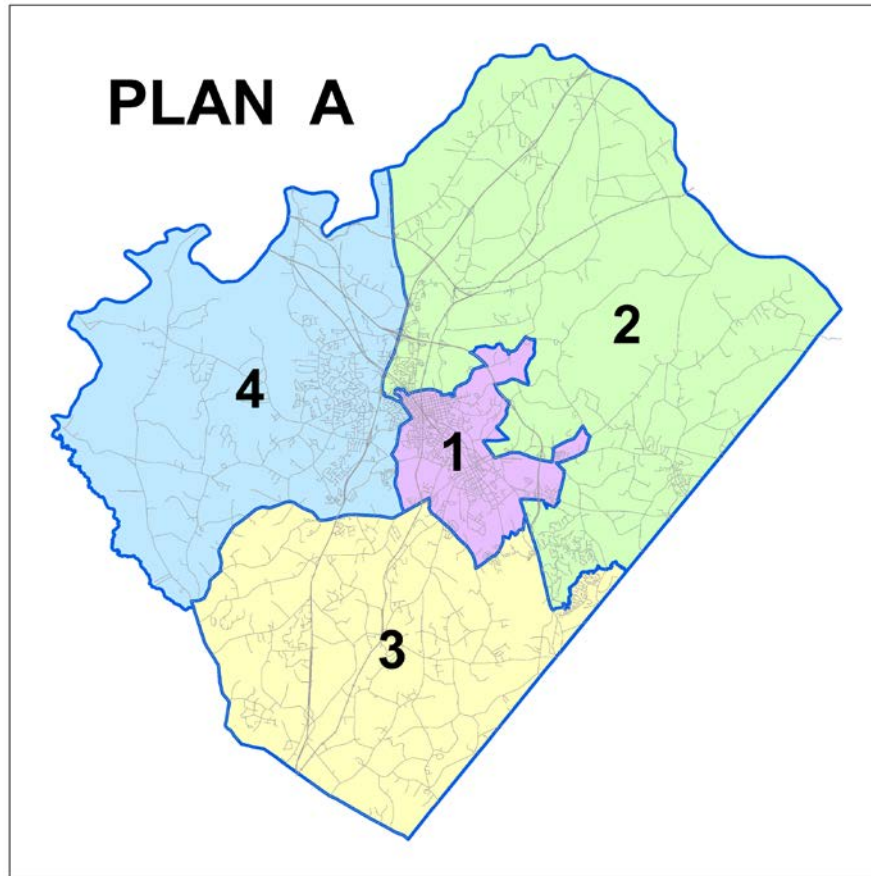
CONTACT PERSON: Whitney Parrish ,

TYPE: Public Hearing

REQUEST	Hold a Public Hearing and Then Vote to Approve a Plan to Allow Staff Time to Prepare a Resolution for Approval October 18, 2021 Board Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	PLANA_PLANE_NOTICE.pdf
PRIOR BOARD ACTION	The Board has previously discussed redistricting at its September 20 meeting, will hold a public hearing this evening and adopt a plan, then adopt the formal resolution with boundary descriptions October 18
RECOMMENDATION	Hold a Public Hearing and Then Vote to Approve a Plan to Allow Staff Time to Prepare a Resolution for Approval October 18, 2021 Board Meeting
SUMMARY	

Based on the 2020 Census population data, the Board of Commissioners has a duty to redraw its electoral district boundaries because there is a substantial inequality among the districts. Strategic Services has presented five plans to the Board and at its September 20, 2021 Board meeting, the Board voted to hold a public hearing on Plan A and Plan E. Notice of the public hearing ran in The Sanford Herald on September 23, 2021 and a printed notice of the public

hearing and the two maps were posted at the Lee County Library, the Lee County Courthouse, the Lee County Summit Building, the Lee County Board of Elections and the Buggy Factory. The redistricting information, including access to the original five plans and the public hearing notice was also posted to the Lee County website. After the public hearing, the Board will be asked to adopt one of the plans to give Strategic Services time to write the boundary lines and Staff will prepare a formal resolution to be adopted at its October 18 meeting.



PUBLIC NOTICE
REDRAWING BOUNDARIES OF LEE COUNTY COMMISSIONER ELECTORAL DISTRICTS (“REDISTRICTING”)

The Lee County Board of Commissioners will hold a public hearing concerning redrawing the boundaries of the current electoral districts (“redistricting”) on Monday, October 4, 2021 at 6:00 p.m. at the Dennis Wicker Civic Center, 1801 Nash Street, Sanford, NC 27330. The boundaries of the districts must be redrawn to correct population imbalances among the districts as reported by the 2020 Census. The Lee County Board of Commissioners have reviewed several redistricting plans and have selected two of the plans, designated as “Plan A” and “Plan E” to present to the public for comment before adopting a final plan. The two selected maps showing the proposed district boundaries are printed above and may also be viewed at Lee County Government’s website, www.leecountync.gov, and are available for public inspection at the Lee County Library (107 Hawkins Avenue, Sanford, NC), the Board of Elections Office (1503 Elm Street, Sanford, NC), and the Sanford/Lee County Community Development Office (115 Chatham Street, Sanford, NC) during the hours of 8:00 a.m. to 5:00 p.m.



ITEM #: V.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Discussion Regarding Late List Penalty Guidelines

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Deputy County Attorney/Clerk to the Board of Commissioners

TYPE: Information

REQUEST	Discuss Late List Penalty Guidelines.
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution_Late_Tax_Listing_Penalty_Guidelines.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Discuss Late List Penalty Guidelines
SUMMARY	

Attached are the Late List Penalty Guidelines that were adopted by the Board in 2013.

LEE COUNTY

Committed Today for a Better Tomorrow

RESOLUTION LATE TAX LISTING PENALTY GUIDELINES

WHEREAS, pursuant to North Carolina General Statute §105-312(b), it is the duty of the assessor to see that all property not properly listed during the regular listing period is listed, assessed and taxed; and,

WHEREAS, pursuant to North Carolina General Statute §105-312(h), a penalty of ten percent (10%) must be added to any property not properly listed during the regular listing period; and,

WHEREAS, pursuant to North Carolina General Statute §105-312(k), the Lee County Board of Commissioners may, upon petition by the taxpayer, compromise, settle or adjust the penalty assessed against a taxpayer who failed to list all property during the regular listing period; and,

WHEREAS, the Lee County Board of Commissioners, at its regular meeting on November 4, 2013, desired to implement discretionary guidelines to assist in compromising, settling or adjusting penalties for late tax listings.

NOW, THEREFORE, BE IT RESOLVED that the Lee County Board of Commissioners hereby approves the following late tax listing penalty guidelines:

The Board of Commissioners **may** reduce the late listing penalty as follows:

- If the listing is received or postmarked within the first 5 days following the close of the annual listing period as defined in North Carolina General Statute §105-307(a) (b), the penalty **may** be reduced by up to 90%.
- If the listing is received or postmarked within 30 days of the close of the annual listing period as defined in North Carolina General Statute §105-307(a) (b) (c), the penalty **may** be reduced by up to 50%.

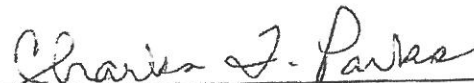
The amount of late listing penalty as it pertains to County levy may not exceed \$5,000. The amount of late listing penalty as it pertains to Fire District taxes may not exceed \$5,000.

Any individual or business entity with a listing filed late in the past five consecutive tax years may be ineligible for a compromise, settlement or adjustment under these guidelines.

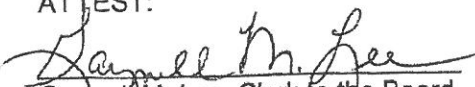
Any individual or business entity receiving payments for an economic development grant may be ineligible for compromise, settlement or adjustment under these guidelines.

The County Board of Commissioners reserves the right to authorize a compromise, settlement or adjustment outside the provisions of these guidelines on a case by case basis.

ADOPTED this 2nd day of December 2013.


Chairman
Lee County Board of Commissioners

ATTEST:


Gaynell M. Lee, Clerk to the Board



ITEM #: V.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Request for Relief of Late Listing Penalty - Coty US LLC

DEPARTMENT: Tax

CONTACT PERSON: Michael Brown, Tax Administrator

TYPE: Action Item

REQUEST	Decision by Board after review of information and Late Listing Penalty Guidelines.
BUDGET IMPACT	N/A
ATTACHMENTS	Coty Letter Requesting Relief.pdf Business Personal Listing Form - Coty US LLC.pdf Coty US LLC Tax Bill.pdf 2021 Bill Inquiry Account View - Coty US LLC.pdf Resolution Late Tax Listing Penalty Guidelines.pdf NCGS 105-307.docx NCGS 105-312.docx
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Pleasure of the Board.
SUMMARY	

Taxpayer per letter has requested relief of late listing penalty. Per NCGS 105-307(a), a taxpayer is required to file a listing with the tax office by January 31. Individual extensions may be requested of the assessor prior to the end of the regular listing period. Lee County grants extensions, upon request, until March 15. The taxpayer did request and receive an extension until March 15. The personal property listing was filed, received by USPS, with our office on March 25. Since the listing was filed late, the assessor must apply a 10% penalty to properties that are late listed per NCGS 105-312-(h). The penalty does exceed the \$5,000 stated in the

resolution. The amount of the penalty for county taxes for Coty US LLC is \$31,501.22. The taxpayer, Coty, US LLC has not listed late in the past five years. The taxpayer, Coty US LLC, does have an economic development grant but has not received any payments from it at this time. The Tax Office understands the Board has the right to compromise, settle or adjust outside the provisions of the guidelines of the resolution on case by case basis.



SANFORD FACILITY | 1400 BROADWAY RD | SANFORD, NC 27332

July 20, 2021

Lee County Tax Collector
106 Hillcrest Dr
PO Box 1968
Sanford, NC 27331-1968



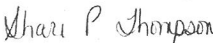
Dear Sir or madam,

I am writing on behalf of the following entities:

Coty US LLC, Account # 31702
Coty Inc, Account # 94970
HFC Prestige Products Inc, Account # 160912

As you know, the past year and a half has been very challenging due to the pandemic. The Sanford facility, where all three entities are located, put a remote work requirement in place in March, 2020 for nonessential employees and we have not yet returned. The health and safety of the production employees is too important to risk bringing in additional people. If production shuts down, we, as a company, will no longer exist.

The remote work environment created significant challenges, especially with obtaining officer signatures. Our policy requires a high-level officer signature on our business property tax returns. Due to the fact that the officer was located quite a distance away, I was not able to obtain his signature in a timely fashion, and then was only able to get an electronic signature after the filing deadline. Given these circumstances, along with our timely filing and payment history, I respectfully request that the Late List penalty be abated.

Yours sincerely,

Shari P. Thompson
Manager, Indirect Tax
(919) 895-5564
shari_thompson@cotyinc.com



COUNTY OF LEE
TAX DEPARTMENT
PO BOX 1968
SANFORD, NC 27331

Late * Top Taxpayer *

COUNTY OF LEE
NORTH CAROLINA
(919) 718-4661
www.lee-county-nc.gov

3777

2021

KEYED
WB

BUSINESS PERSONAL PROPERTY LISTING

FOR DEPARTMENT USE ONLY ☐	ACCOUNT NUMBER 31702	DATE	TWP	DISTRICT	CITY CSF	LATE LIST	VALUE 41,448,973
1	2	3	4	5	6	7	
8	B	D	E	F	TOTAL		

BUSINESS LEGAL NAME OR INDIVIDUAL'S NAME

*****AUTO**5-DIGIT 27330
9637578 4226-BPL 1781 1 1 2

COTY US LLC
1400 BROADWAY RD
SANFORD NC 27332-7713



WHAT IS PRINCIPAL BUSINESS IN THIS COUNTY **Manufacturing**

SIC # OR NAICS CODE **2844**

DATE BUSINESS BEGAN IN THIS COUNTY **11/1/1971**

DATE BUSINESS (FISCAL) YEAR ENDS **6/30**

FILL IN APPLICABLE CIRCLE:

PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ UNINCORPORATED ASSOCIATION ☐

LLC ☒ CORPORATION ☐ OTHER (SPECIFY) ☐

OTHER N.C. COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

None

CONTACT PERSON FOR AUDIT **Shari Thompson**

ADDRESS & PHONE **(919) 895-5564**

CONTACT PERSON FOR PAYMENT AND PHONE **same**

PHYSICAL ADDRESS **1400 Broadway Rd Sanford, NC 27332**

REAL ESTATE OWNED BY **Coty US, LLC**

NAME IN WHICH BUSINESS WAS LISTED LAST YEAR **Coty US, LLC**

NOTE: Business owners who acquired an existing business in the previous year must contact the county tax office for important listing instructions.

FILL IN APPLICABLE CIRCLE: BUSINESS CATEGORY

RETAIL ☐ WHOLESALE ☐ ☒ MANUFACTURING

SERVICE ☐ LEASING/RENTAL ☐ FARMING ☐

OTHER (SPECIFY) ☐

IF OUT OF BUSINESS COMPLETE THIS SECTION

DATE CEASED

FILL IN APPLICABLE CIRCLE:

SOLD ☐ CLOSED ☐ BANKRUPT ☐ OTHER ☐

SOLD EQUIPMENT, FIXTURES, SUPPLIES TO ☐

BUYER'S ADDRESS & PHONE: ☐

SCHEDULE A

PERSONAL PROPERTY - SEE INSTRUCTIONS

GROUP (1) MACHINERY & EQUIPMENT					GROUP (3) OFFICE FURNITURE & FIXTURES				
YEAR ACQUIRED	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST	YEAR ACQUIRED	PRIOR YR. COST	ADDITIONS	DELETIONS	CURR. YR. COST
2020					2020				
2019					2019				
2018					2018				
2017					2017				
2016					2016				
2015					2015				
2014					2014				
2013					PRIOR				
2012					TOTAL				
2011									
2010									
2009									
2008									
2007									
2006									
2005									
PRIOR									
TOTAL									

See Attached Schedule

See Attached Schedule

GROUP (2) CONSTRUCTION IN PROGRESS

LIST TOTAL OF ALL PERSONAL PROPERTY EXPENDITURES IN CIP ACCOUNT ON JANUARY 1, BUT NOT INCLUDED ABOVE - ITEMIZE IN SCHEDULE G

TOTAL CIP: \$ **See Attached Schedule**

DO NOT REMIT THIS FORM TO NC DEPARTMENT OF REVENUE

County addresses and additional schedules are available at:
http://www.dorncc.com/downloads/property_listingform.html

Send to Lee County Tax Administration
Business Section
PO Box 1968
Sanford, NC 27331

LEE COUNTY TAX COLLECTOR
106 HILLCREST DRIVE
PO BOX 1968
SANFORD NC 27331-1968



LEE COUNTY 2021 PERSONAL PROPERTY TAX BILL

IMPORTANT - PLEASE READ FRONT
AND BACK OF NOTICE CAREFULLY

Bill Due On September 1, 2021
Past Due After January 5, 2022

*****AUTO**5-DIGIT 27330
10516202 4226-PTN 4766 1 1 1



COTY US LLC
1400 BROADWAY RD
SANFORD NC 27332-7713



Phone: (919) 718-4662

Smartphone users scan here →



To receive future statements electronically,
visit <https://leecountync.estmt.net>

Your Registration ID:

5011-4642-LCCN

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
31702	1717	2021	07/19/2021	09/01/2021	January 5, 2022
PERSONAL PROPERTY ID	3777	PERSONAL PROPERTY VALUE: 41,448,973			
DESCRIPTION	BROADWAY RD	EXEMPTION VALUE: 0			
LOCATION	1400 BROADWAY	TAXABLE VALUE: 41,448,973			
Credit/Debit Cards are now accepted in our office for payment TO PAY BY CREDIT/DEBIT CARD OR ELECTRONIC CHECK OVER THE PHONE: CALL 1-877-690-3729 Jurisdiction Code (JCODE) 4351 OR VISIT www.leecountync.gov There is a fee charged by Forte for this service.		DESCRIPTION OF CHARGES		TAX RATE	AMOUNT DUE
		CSF G01	SANFORD PP COUNTY	0.620 0.760	256,983.63 315,012.19
		Late List Penalty		Interest	57,199.58
		PRIOR YEARS DUE (REMIT IN FULL NOW)		\$0.00	
		PAYMENTS/CREDITS		\$0.00	
		TOTAL DUE		\$629,195.40	
		DUE TO POSTAGE COSTS, RECEIPTS FOR MAIL PAYMENTS WILL BE SENT BY WRITTEN REQUEST ONLY. RETAIN THIS PORTION AND YOUR CANCELLED CHECK FOR YOUR RECORDS.			
QUESTIONS: TELEPHONE 919-718-4662 (COLLECTIONS) OR 919-718-4661 (BILLING) OFFICE HOURS 8:00 AM - 5:00 PM, MONDAY - FRIDAY LEE COUNTY GOVERNMENT CENTER, 106 HILLCREST DR. SANFORD NC 27330					

North Carolina General Statute 105-357 allows a return check fee of \$25.00 or 10% of the check amount whichever is greater. Tax receipts are null and void if paid with a check that fails to clear the bank.

PLEASE RETURN THIS PORTION WITH PAYMENT

PPID: 3777
LOCATION: 1400 BROADWAY RD

2021 PERSONAL PROPERTY TAX NOTICE

ACCOUNT NUMBER	BILL NUMBER	BILL DATE	DUE DATE	PAST DUE AFTER	TOTAL DUE
31702	1717	07/19/2021	09/01/2021	January 5, 2022	\$629,195.40

TO CHANGE YOUR MAILING ADDRESS, PLEASE
MAKE CHANGES BELOW

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PHONE NUMBER: _____
E-MAIL ADDRESS: _____

Retain the top portion of this statement and your
canceled check for proof of payment.

Please note change of address

MAKE CHECK PAYABLE & REMIT TO:

LEE COUNTY TAX COLLECTOR
PO BOX 1968
SANFORD NC 27331-1968



COTY US LLC
1400 BROADWAY RD
SANFORD NC 27332-7713



HOME



Accept



Cancel



Search

Browse

Query Builder



Add



Update



Delete

Global

Duplicate



Print

Text file

PDF

Preview



Excel

Word

Email

Schedule



Attach

Notes

Notify

Audit

Maplink

Alerts

Chgs/Taxes

Values



Return

Confirm

Search

Actions

Output

Office

Tools

Menu

Pers prop ID

3777

Tax year(s)

2021

Parcel

Street

1400

Unit

BROADWAY RD

Juris

CSF

Class

PP

Status

Subdiv

Bus-cd

2

List

List yr

0

Filed?

N

Created

01/26/2001

Current owner names

Add'l names?

COTY US LLC

A

DBA

COTY US LLC

Own

P

Field audit

06/03/2019

By

TMA

Exempt

Desk audit

By

Old ID

Class	Assessmnt	Description	Tax/exem	Rate	Amount	Totals
BP	30,211,036.00	BUSINESS PROPE	CSF	.620000	256,983.63	Taxes
BP	713,796.00	BUSINESS PROPE	G01	.760000	315,012.19	629,195.40
MS	256,698.00	MISCELLANEOUS	CSFL	10.000000	25,698.36	Exempt/abated
MS	2,249,715.00	MISCELLANEOUS	G01L	10.000000	31,501.22	.00
BP	744,632.00	BUSINESS PROPE				
BP	4,215,119.00	BUSINESS PROPE				
BP	3,057,977.00	BUSINESS PROPE				Net taxes
Total	41,448,973.00					629,195.40

LEE COUNTY

Committed Today for a Better Tomorrow

RESOLUTION LATE TAX LISTING PENALTY GUIDELINES

WHEREAS, pursuant to North Carolina General Statute §105-312(b), it is the duty of the assessor to see that all property not properly listed during the regular listing period is listed, assessed and taxed; and,

WHEREAS, pursuant to North Carolina General Statute §105-312(h), a penalty of ten percent (10%) must be added to any property not properly listed during the regular listing period; and,

WHEREAS, pursuant to North Carolina General Statute §105-312(k), the Lee County Board of Commissioners may, upon petition by the taxpayer, compromise, settle or adjust the penalty assessed against a taxpayer who failed to list all property during the regular listing period; and,

WHEREAS, the Lee County Board of Commissioners, at its regular meeting on November 4, 2013, desired to implement discretionary guidelines to assist in compromising, settling or adjusting penalties for late tax listings.

NOW, THEREFORE, BE IT RESOLVED that the Lee County Board of Commissioners hereby approves the following late tax listing penalty guidelines:

The Board of Commissioners **may** reduce the late listing penalty as follows:

- If the listing is received or postmarked within the first 5 days following the close of the annual listing period as defined in North Carolina General Statute §105-307(a) (b), the penalty **may** be reduced by up to 90%.
- If the listing is received or postmarked within 30 days of the close of the annual listing period as defined in North Carolina General Statute §105-307(a) (b) (c), the penalty **may** be reduced by up to 50%.

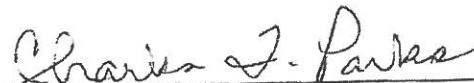
The amount of late listing penalty as it pertains to County levy may not exceed \$5,000. The amount of late listing penalty as it pertains to Fire District taxes may not exceed \$5,000.

Any individual or business entity with a listing filed late in the past five consecutive tax years may be ineligible for a compromise, settlement or adjustment under these guidelines.

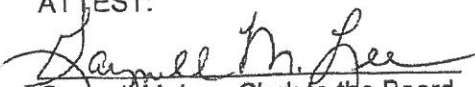
Any individual or business entity receiving payments for an economic development grant may be ineligible for compromise, settlement or adjustment under these guidelines.

The County Board of Commissioners reserves the right to authorize a compromise, settlement or adjustment outside the provisions of these guidelines on a case by case basis.

ADOPTED this 2nd day of December 2013.


Chairman
Lee County Board of Commissioners

ATTEST:


Gaynell M. Lee, Clerk to the Board

§ 105-307. Length of listing period; extension; preliminary work.

(a) Listing Period. - Unless extended as provided in this section, the period during which property is to be listed for taxation each year begins on the first business day of January and ends on January 31.

(b) General Extensions. - The board of county commissioners may, by resolution, extend the time during which property is to be listed for taxation as provided in this subsection. Any action by the board of county commissioners extending the listing period must be recorded in the minutes of the board, and notice of the extensions must be published as required by G.S. 105-296(c). The entire period for listing, including any extension of time granted, is considered the regular listing period for the particular year within the meaning of this Subchapter.

(1) In nonrevaluation years, the listing period may be extended for up to 30 additional days.

(2) In years of octennial appraisal of real property, the listing period may be extended for up to 60 additional days.

(3) If the county has provided for electronic listing of personal property under G.S. 105-310.1, the period for electronic listing of personal property may be extended up to June 1. A resolution that provides a general extension of time for the electronic listing of personal property shall continue in effect until revised or rescinded unless otherwise stated in the resolution.

(c) Individual Extensions. - The board of county commissioners shall grant individual extensions of time for the listing of real and personal property upon written request and for good cause shown. The request must be filed with the assessor no later than the ending date of the regular listing period. The board may delegate the authority to grant extensions to the assessor. Extensions granted under this subsection shall not extend beyond April 15. Notwithstanding the individual extension time limitation in this subsection, if the county has provided for electronic listing of personal property under G.S. 105-310.1, extensions granted for electronic listing of personal property shall not extend beyond June 1.

(d) Preliminary Work. - The assessor may conduct preparatory work before the listing period begins, but may not make a final appraisal of property before the day as of which the value of the property is to be determined under G.S. 105-285. (1939, c. 310, s. 905; 1971, c. 806, s. 1; 1973, cc. 141, 706; 1975, c. 49; 1977, c. 360; 1987, c. 43, s. 5; c. 45, s. 1; 2001-279, s. 2; 2006-30, s. 2; 2011-238, s. 3.)

§ 105-312. Discovered property; appraisal; penalty.

(a) Repealed by Session Laws 1991, c. 34, s. 4.

(b) Duty to Discover and Assess Unlisted Property. - It shall be the duty of the assessor to see that all property not properly listed during the regular listing period be listed, assessed and taxed as provided in this Subchapter. The assessor shall file reports of such discoveries with the board of commissioners in such manner as the board may require.

(c) Carrying Forward Real Property. - At the close of the regular listing period each year, the assessor shall compare the tax lists submitted during the listing period just ended with the lists for the preceding year, and he shall carry forward to the lists of the current year all real property that was listed in the preceding year but that was not listed for the current year. When carried forward, the real property shall be listed in the name of the taxpayer who listed it in the preceding year unless, under the provisions of G.S. 105-302, it must be listed in the name of another taxpayer. Real property carried forward in this manner shall be deemed to be discovered property, and the procedures prescribed in subsection (d), below, shall be followed unless the property discovered is listed in the name of the taxpayer who listed it for the preceding year and the property is not subject to appraisal under either G.S. 105-286 or G.S. 105-287 in which case no notice of the listing and valuation need be sent to the taxpayer.

(d) Procedure for Listing, Appraising, and Assessing Discovered Property. - Subject to the provisions of subsection (c), above, and the presumptions established by subsection (f), below, discovered property shall be listed by the assessor in the name of the person required by G.S. 105-302 or G.S. 105-306. The discovery shall be deemed to be made on the date that the abstract is made or corrected pursuant to subsection (e) of this section. The assessor shall also make a tentative appraisal of the discovered property in accordance with the best information available to him.

When a discovery is made, the assessor shall mail a notice to the person in whose name the discovered property has been listed. The notice shall contain the following information:

- (1) The name and address of the person in whose name the property is listed;
- (2) A brief description of the property;
- (3) A tentative appraisal of the property;
- (4) A statement to the effect that the listing and appraisal will become final unless written exception thereto is filed with the assessor within 30 days from date of the notice.

Upon receipt of a timely exception to the notice of discovery, the assessor shall arrange a conference with the taxpayer to afford him the opportunity to present any evidence or argument he may have regarding the discovery. Within 15 days after the conference, the assessor shall give written notice to the taxpayer of his final decision. Written notice shall not be required, however, if the taxpayer signs an agreement accepting the listing and appraisal. In cases in which agreement is not reached, the taxpayer shall have 15 days from the date of the notice to request review of the decision of the assessor by the board of equalization and review or, if that board is not in session, by the board of commissioners. Unless the request for review by the county board is given at the conference, it shall be made in writing to the assessor. Upon receipt of a timely request for review, the provisions of G.S. 105-322 or G.S. 105-325, as appropriate, shall be followed.

(e) Record of Discovered Property. - When property is discovered, the taxpayer's original abstract (if one was submitted) may be corrected or a new abstract may be prepared to reflect the discovery. If a new abstract is prepared, it may be filed with the abstracts that were submitted

during the regular listing period, or it may be filed separately with abstracts designated "Late Listings." Regardless of how filed, the listing shall have the same force and effect as if it had been submitted during the regular listing period.

(f) Presumptions. - When property is discovered and listed to a taxpayer in any year, it shall be presumed that it should have been listed by the same taxpayer for the preceding five years unless the taxpayer shall produce satisfactory evidence that the property was not in existence, that it was actually listed for taxation, or that it was not his duty to list the property during those years or some of them under the provisions of G.S. 105-302 and G.S. 105-306. If it is shown that the property should have been listed by some other taxpayer during some or all of the preceding years, the property shall be listed in the name of the appropriate taxpayer for the proper years, but the discovery shall still be deemed to have been made as of the date that the assessor first listed it.

(g) Taxation of Discovered Property. - When property is discovered, it shall be taxed for the year in which discovered and for any of the preceding five years during which it escaped taxation in accordance with the assessed value it should have been assigned in each of the years for which it is to be taxed and the rate of tax imposed in each such year. The penalties prescribed by subsection (h) of this section shall be computed and imposed regardless of the name in which the discovered property is listed. If the discovery is based upon an understatement of value, quantity, or other measurement rather than an omission from the tax list, the tax shall be computed on the additional valuation fixed upon the property, and the penalties prescribed by subsection (h) of this section shall be computed on the basis of the additional tax.

(h) Computation of Penalties. - Having computed each year's taxes separately as provided in subsection (g), above, there shall be added a penalty of ten percent (10%) of the amount of the tax for the earliest year in which the property was not listed, plus an additional ten percent (10%) of the same amount for each subsequent listing period that elapsed before the property was discovered. This penalty shall be computed separately for each year in which a failure to list occurred; and the year, the amount of the tax for that year, and the total of penalties for failure to list in that year shall be shown separately on the tax records; but the taxes and penalties for all years in which there was a failure to list shall be then totalled on a single tax receipt.

(h1) Repealed by Session Laws 1991, c. 624, s. 8.

(i) Collection. - For purposes of tax collection and foreclosure, the total figure obtained and recorded as provided in subsection (h) of this section shall be deemed to be a tax for the fiscal year beginning on July 1 of the calendar year in which the property was discovered. The schedule of discounts for prepayment and interest for late payment applicable to taxes for the fiscal year referred to in the preceding sentence shall apply when the total figure on the single tax receipt is paid. Notwithstanding the time limitations contained in G.S. 105-381, any property owner who is required to pay taxes on discovered property as herein provided shall be entitled to a refund of any taxes erroneously paid on the same property to other taxing jurisdictions in North Carolina. Claim for refund shall be filed in the county where such tax was erroneously paid as provided by G.S. 105-381.

(j) Tax Receipts Charged to Collector. - Tax receipts prepared as required by subsections (h) and (i) of this section for the taxes and penalties imposed upon discovered property shall be delivered to the tax collector, and he shall be charged with their collection. Such receipts shall have the same force and effect as if they had been delivered to the collector at the time of the delivery of the regular tax receipts for the current year, and the taxes charged in the receipts shall be a lien upon the property in accordance with the provisions of G.S. 105-355.

(k) Power to Compromise. - After a tax receipt computed and prepared as required by subsections (g) and (h) of this section has been delivered and charged to the tax collector as prescribed in subsection (j), above, the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom. The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act.

(l) Municipal Corporations. - The provisions of this section shall apply to all cities, towns, and other municipal corporations having the power to tax property. Such governmental units shall designate an appropriate municipal officer to exercise the powers and duties assigned by this section to the assessor, and the powers and duties assigned to the board of county commissioners shall be exercised by the governing body of the unit. When the assessor discovers property having a taxable situs in a municipal corporation, he shall send a copy of the notice of discovery required by subsection (d) to the governing body of the municipality together with such other information as may be necessary to enable the municipality to proceed. The governing board of a municipality may, by resolution, delegate the power to compromise, settle, or adjust tax claims granted by this subsection and by subsection (k) of this section to the county board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act. (1939, c. 310, s. 1109; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 787; 1977, c. 864; 1981, c. 623, ss. 1, 2; 1987, c. 45, s. 1; c. 743, ss. 1, 2; 1989, c. 522; 1991, c. 34, s. 4; c. 624, s. 8; 1991 (Reg. Sess., 1992), c. 961, s. 12; 1999-297, s. 2.)



ITEM #: V.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Approve Resolution for Project Frame

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Approve Resolution for Project Frame
BUDGET IMPACT	Up to \$275,595 over the five-year life of the project
ATTACHMENTS	Final Resolution Frame 10.4.21.docx
PRIOR BOARD ACTION	The Board held a public hearing on September 8, 2021
RECOMMENDATION	Approve Resolution for Project Frame
SUMMARY	

Project Frame is a building products manufacturing project, which consists of building and construction and the purchase of machinery and equipment in the amount of at least \$18,000,000 in net new taxable investment. Lee County intends to share up to to \$275,595 of the cost of the projects with revenues from the County's General Fund over the five-year life of the project. The project is estimated to create at least 235 net new jobs with an average annual wage of \$50,720 over the give year length of the project. The Board held a public hearing on the proposed economic development incentive for Project Frame on September 8, 2021. Two people spoke in favor of the proposed project and one person spoke against the proposed project. SAGA is requesting the Board approve the attached resolution memorializing the basic parameters of the incentive. If the Company decides to locate here, Staff will then negotiate an agreement and bring the agreement back to the Board for approval.

**RESOLUTION AUTHORIZING THE EXPENDITURE OF
FUNDS FOR AN ECONOMIC DEVELOPMENT PROJECT AND AUTHORIZING
NEGOTIATION FOR AN AGREEMENT WITH PROJECT FRAME**

WHEREAS, the Lee County Board of County Commissioners held a public hearing on September 8, 2021 for a proposed economic development project, Project Frame; and

WHEREAS, the project represents a net new taxable investment by Project Frame of at least \$18,000,000 (eighteen million dollars) in building construction and the purchase of machinery and equipment and the creation of at least 235 (two hundred and thirty-five) new jobs in Lee County, North Carolina, with an average annual wage of at least \$50,720.00 (fifty thousand, seven hundred and twenty dollars); and

WHEREAS, the County will share up to \$275,595 (two hundred, seventy-five thousand, five hundred and ninety-five dollars) of the cost of the project with revenue from the County's General Fund over the five-year life of the project.

NOW THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners that the Board finds the project will stimulate the local economy, promote business, and result in the creation of jobs in the County; and estimates that the County will recover its consideration for the project taking into account prospective tax revenue from improvements on the property, sales tax revenues generated in the area, as well as other prospective tax revenues or income coming to the County as a result of the project.

BE IT FURTHER RESOLVED by the Lee County Board of Commissioners approves the above parameters of the incentive for Project Frame and authorizes County Staff to negotiate an incentive agreement with Project Frame, to be brought back to the Board for final approval.

ADOPTED this ____ day of _____, _____.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board



ITEM #: V.D

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Consideration of Sandhills Center Resolution by Counties to Expand Board of Directors

DEPARTMENT: Governing Body

CONTACT PERSON: Whitney Parrish ,

TYPE: Action Item

REQUEST	Consider Sandhills Center Resolution by Counties to Expand the Board of Directors.
BUDGET IMPACT	None
ATTACHMENTS	Commissioners Letter.pdf Resolution by Counties to expand board.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Sandhills Center Resolution by Counties to Expand the Board of Directors.
SUMMARY	

See attached letter from Sandhills Center CEO Victoria Whitt and accompanying Resolution.



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

September 14, 2021

Dear County Commissioners:

As you are aware, during the past several months, the NC Department of Health and Human Services and the NC Association of County Commissioners have worked with Cardinal Innovations, a 20 county Behavioral Health Local Management Entity/Managed Care Organization (LME/MCO) headquartered in Charlotte, regarding:

- The dissolution of that organization and its merger into Vaya LME/MCO, an LME/MCO headquartered in Asheville; and
- The disengagement and realignment decisions of the Cardinal Innovations' constituent counties.

These activities were the result of the Cardinal Innovations counties concerns with the management of Cardinal Innovations as well as concerns about behavioral health service delivery to their communities.

NC General Statutes allow counties to petition the DHHS Secretary to disengage and realign with other LME/MCOs. The Davidson and Rockingham Counties Board of Commissioners and County staff have had many conversations with the Sandhills Center Board of Directors and Executive Leadership regarding potential realignment with Sandhills Center. Subsequently Davidson County Commissioners voted on June 22, 2021 to disengage from Cardinal Innovations and pursue realignment with Sandhills Center. On July 19, 2021, the Rockingham County Commissioners voted to disengage from Cardinal Innovations and pursue realignment with Sandhills Center.

On August 6, 2021, the NC DHHS Secretary approved the requests of both counties to realign with Sandhills Center, with an effective date of December 1, 2021. Sandhills Center Board of Directors desire to pass a resolution approving the addition and realignment of both counties to the Sandhills Center catchment area.

NC State Statutes limit the number of voting members of an LME/MCO Board of Directors to 21 members. Sandhills Center is currently at that maximum membership, leaving no vacant board seats to distribute to Davidson and Rockingham County. This would mean that current county board seat allocations would have to be redistributed in order to insure that all constituent counties are represented on the governing body.

However, NC State Statutes does allow for a statutory exception to the maximum number for LME/MCOs whose population exceed 1,250,000. With the addition of Davidson and Rockingham Counties, Sandhills Center will exceed the population required to qualify for an exception. Prior to granting the exception, the NC DHHS Secretary requires that each constituent county pass a resolution requesting such exception.

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties



The Sandhills Center Board of Directors is requesting that *“the Board of Directors may be appointed with a composition other than as required by N.C. Gen. Stat. § 122C-118.1 as follows: Each county shall have two (2) Board members with the exception of Randolph County, which shall have three (3) Board members; Davidson County, which shall have three (3) Board members; and Guilford County, which shall have (4) Board members. All other statutory requirements will be observed”*. This composition would preserve the number of voting members currently available to each county and add an additional five (5) members to be distributed between Davidson and Rockingham Counties. This action will preserve our current practice of ensuring each constituent county hold at least two (2) seats on our Board of Directors and allow additional representation for counties with large population bases. With the NC DHHS Secretary’s approval of this exception, we will be able to maintain the current Board seat distribution without any constituent county giving up seats when Davidson and Rockingham Counties join.

Sandhills Center’s Board of Directors has approved the request/resolution and are respectfully requesting that our constituent counties adopt this resolution, requesting a statutory exemption to expand the number of voting Board members of the Sandhills Center Board of Directors. Enclosed you will find the Resolution document. Please let me know if you have any questions.

On behalf of the Sandhills Center Board of Directors, I thank you for your continuing support of Sandhills Center and the work you do for our community individuals with behavioral health needs.

Sincerely,



Victoria Whitt
CEO
Sandhills Center

STATE OF NORTH CAROLINA

JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF ANSON, GUILFORD, HARNETT, HOKE, LEE, MONTGOMERY, MOORE, RANDOLPH AND RICHMOND COUNTIES TO APPOINT MEMBERS OF THE SANDHILLS CENTER BOARD OF DIRECTORS IN A MANNER AND WITH A COMPOSITION OTHER THAN AS REQUIRED BY N.C. GEN. STAT. § 122C-118.1

WHEREAS, the Board of Commissioners of the counties of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph, and Richmond have established an Area Authority under the name of Sandhills Center for Mental Health, Developmental Disabilities and Substance Abuse Services (“Sandhills Center”) consistent with Chapter 122C of the North Carolina General Statutes; and

WHEREAS, the Davidson County Board of County Commissioners and the Rockingham County Board of County Commissioners have each passed a resolution to disengage from Cardinal Innovations to seek realignment with Sandhills Center; and

WHEREAS, on or about August 6, 2021, the Secretary of the North Carolina Department of Health and Human Services has approved the realignment requests of Davidson County and Rockingham County; and

WHEREAS, the Sandhills Center Board of Directors desire to pass a resolution approving the addition and realignment of Davidson County and Rockingham County to Sandhills Center and its catchment area pursuant to 10A N.C.A.C. 26C.0702(d)(4); and

WHEREAS, N.C. Gen. Stat. § 122C-118.1 currently limits the maximum number of voting members of an Area Authority Board of Directors to twenty-one (21) absent approval by the Boards of County Commissioners of that Area Authority and the Secretary of the North Carolina Department of Health and Human Services (NC DHHS) “to appoint members of the area board in a manner or with a composition other than as required;” and

WHEREAS, the Sandhills Center Board of Directors currently consists of the maximum number of twenty-one (21) voting members whereby each county has two (2) Board members with the exception based upon population of Randolph County, which has three (3) Board

members and Guilford County, which has four (4) Board members, leaving no available seats for either Davidson County or Rockingham County; and

WHEREAS, the by-laws of the Sandhills Center reflect an agreement that to the extent it is possible, all counties shall have at least two (2) Board membership positions on the Board at any given time; and

WHEREAS, the addition of Davidson County and Rockingham County to Sandhills Center brings the total catchment population to over the 1,250,000 minimum to qualify for a statutory exception; and

WHEREAS, the Boards of the County Commissioners of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond Counties agree to this statutory exception to add two (2) seats for Rockingham County and based upon population three (3) seats for Davidson County for a total of twenty-six (26) seats on the Sandhills Center Board of Directors if approved by the Secretary of NC DHHS;

NOW, BE IT RESOLVED JOINTLY as follows:

Upon approval by the Secretary of NC DHHS, the Sandhills Center's Board of Directors may be appointed with a composition other than as required by N.C. Gen. Stat. § 122C-118.1 as follows: Each county shall have two (2) Board members with the exception of Randolph County, which shall have three (3) Board members; Davidson County, which shall have three (3) Board members; and Guilford County, which shall have (4) Board members. All other statutory requirements will be observed.

This Joint Resolutions shall be effective immediately when signed, and no later than December 1, 2021.

ADOPTED AND RATIFIED in counterparts by the Boards of County Commissioners of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond Counties.

[SIGNATURES FOR EACH COUNTY FOLLOW ON THE NEXT PAGE]

BOARD OF COMMISSIONERS OF ANSON COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF GUILFORD COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF HARNETT COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF HOKE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF LEE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF MOORE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF RANDOLPH COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF RICHMOND COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board



ITEM #: VI.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Parking Lot Rehab Proposal for 1218 Central Drive (EMS Building)

DEPARTMENT: Administration

CONTACT PERSON: Jennifer Gamble, Deputy County Attorney/Clerk to the Board of Commissioners

TYPE: Action Item

REQUEST	Approve proposal from J. Thomas Engineering for Geotechnical Exploration Services at 1218 Central Drive Pavement Rehab Project.Â
BUDGET IMPACT	\$17,280
ATTACHMENTS	PROPOSAL - LEE COUNTY - PARKING LOT REHAB OF 1218 CENTRAL DRIVE.pdf
PRIOR BOARD ACTION	The BOC approved a lease of the building to FirstHealth at the September 20, 2021 Board of Commissioners Meeting.
RECOMMENDATION	Approve proposal from J. Thomas Engineering for Geotechnical Exploration Services at 1218 Central Drive Pavement Rehab Project.
SUMMARY	

See attached.

J THOMAS ENGINEERING, INC.

143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
(919) 777-6010 phone
www.jthomasengineering.com

PROPOSAL FOR ENGINEERING SERVICES

CLIENT: LEE COUNTY

PROJECT: PARKING LOT REHABILITATION OF 1218 CENTRAL DRIVE

DATE: 9/15/2021

TASK	DESCRIPTION	PROJECT ENGINEER (\$140 /HR)		PROJECT SURVEYOR (\$110 /HR)		REIMBURSABLE (COST + 10%)	TOTALS
		EST. HOURS	EST. FEE	EST. HOURS	EST. FEE	EST. COST	
1	Geotechnical Investigation of existing subgrade (see Note C)					\$7,480	\$7,480
2	Engineering design / prepare bid documents	40	\$5,600				\$5,600
3	Provide Bid Assistance	10	\$1,400				\$1,400
4	Provide Construction Administration	20	\$2,800				\$2,800
	TOTALS	70	\$9,800	0	\$0	\$7,480	\$17,280

NOTES:

- A. Charges to client will be based on actual hours spent working on Tasks as specifically requested by the client. J Thomas Engineering will not exceed the fee budgets set forth unless approved by the client.
- B. Proposal based on site visit with client on 9/3/21
- C. Reimbursable is expected subconsultant cost. Subconsultant proposal attached to this Proposal

PROPOSAL ACCEPTED BY:

Printed Name: _____

Title: _____

Signature: _____

Date: _____



September 15, 2021

J Thomas Engineering, Inc.
143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330

Attention: Mr. Jeremy Thomas, P.E.

Reference: **Proposal for Geotechnical Exploration Services**
1218 Central Drive Pavement Rehab Project
Sanford, North Carolina
S&ME Proposal No. 218643

Dear Mr. Thomas:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for geotechnical exploration services for the referenced project. This proposal is based on emails between you and Mr. Brett Folsom between September 7 and 9, 2021. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. Our Agreement for Services, form AS-071, is attached and incorporated as part of this proposal.

◆ Project Information

Project information is based on emails from you between September 7 and 9, 2021 which included a PDF site plan showing requested boring locations.

We understand Lee County owns an ambulance dispatch located at 1218 Central Drive in Sanford, North Carolina. Based on the emails, the existing asphalt pavements are severely distressed, and rehabilitation or removal and replacement options are being considered. You have requested S&ME explore the pavement areas and provide recommendations for remediation.

Based on Lee County GIS data, the site was constructed in 2000 and the pavements are approximately 20 years old. Based on Google Earth aerial imagery, the site appears open and accessible to coring equipment and field crew. We have assumed our work can be completed during normal business hours of Monday-Friday between 8am and 5pm.

◆ Scope of Services

Field Services

The field services scope of work will include the following:

- S&ME will perform a site reconnaissance and mark proposed test locations in the field using a hand-held GPS device or estimating distances off existing site features. As requested, three test locations will be performed within the pavement areas.



- S&ME will contact North Carolina One-Call to mark underground public utilities within the vicinity of the test locations. S&ME will also subcontract a private utility locator to mark private utilities near test locations.
- S&ME will mobilize a coring crew and geotechnical staff professional to the site. Three asphalt cores will be advanced through the asphalt pavement and measure existing asphalt and aggregate base course (ABC) stone thicknesses. At each location, dual-mass dynamic cone penetrometer (DCP) testing will be performed through stone base and subgrade soils to maximum depths of about 3 feet below pavement surface. After DCP testing, we will advance hand auger borings to visually classify near-surface subgrade soils and collect representative soil samples for lab testing.

Samples will be brought back to our office for visual examination by a geotechnical professional. Laboratory testing will include natural moisture content, Atterberg limits, standard Proctor, and California Bearing Ratio (CBR). Measurements of groundwater levels will be attempted at termination of each boring. Borings will be filled with auger cuttings and patched with asphalt cold-patch.

Report

S&ME will prepare an engineering report based on the conditions encountered and engineering analyses. The report will include the following:

- Summary of project and site information.
- General description of observed pavement distresses.
- Description of field exploration procedures.
- Encountered asphalt and ABC stone thicknesses.
- Summary of subgrade soil conditions encountered including visual soil classifications and DCP records.
- Summary of laboratory testing and test results.
- Recommendations for pavement and subgrade remediation based on conditions observed and anticipated traffic. Design traffic information will be required.

We will submit an electronic, PDF, copy of the report.

◆ **Excluded Services**

Without attempting to be a list of all services or potential services that will be excluded, the following services are specifically excluded from this proposal. If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

- Surveying of the Test Locations – S&ME can subcontract this service, if required.
- Construction Phase Services including the monitoring of construction, testing of construction materials and Special Inspections.
- Preparation or review of plans, specifications, submittals, or other construction documents.



◆ Limitations

- The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized, and will be developed by interpretations of widely-spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- Soil test borings have limitations with assessing debris in existing fills (if present) and test pits may be needed to further evaluate the subsurface conditions at this site.
- S&ME cannot be held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to us or are improperly located by others.

◆ Client Responsibilities

The Scope of Services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide signed authorization of our services
- Provide access to the site
- A digital copy of site plans showing pertinent information.
- Provide personnel familiar with existing utility locations (if applicable) to meet with our personnel
- Information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to field tests or boring locations.
- Provide design traffic information.

◆ Use of Proposal/Report

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

◆ Schedule

Based on our current schedule, we plan to complete the proposed geotechnical services outlined herein within 3 to 4 weeks after authorization to proceed. Site reconnaissance, locating utilities and performing field testing will take approximately 2 weeks to complete. Please note that preliminary geotechnical findings, conclusions, and recommendations can normally be given upon completion of the field work, subject to confirmation by laboratory testing and further engineering analysis. The field work schedule is subject to inclement weather.

◆ Compensation

The scope of services described above can be performed for a lump sum fee of **\$6,800**. This fee includes subcontracting a private utility locator.



◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via e-mail, and if you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ Closure

S&ME appreciates the opportunity to submit this proposal to provide geotechnical exploration services for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'J. Adam Browning'.

J. Adam Browning, P.E.
Geotechnical Area Manager

A handwritten signature in blue ink, appearing to read 'Elliot Blonshine'.

Elliot Blonshine
Geotechnical Group Leader

Attachments: Agreement for Services Form (AS-071)

Attachments



A G R E E M E N T F O R S E R V I C E S

Form AS-071

Date: September 15, 2021	Job Number: 218643
S&ME, Inc. (hereafter Consultant)	Client Name: J Thomas Engineering, Inc. (hereafter Client)
Address: 3201 Spring Forest Road City: Raleigh State: NC Zip: 27616	Address: 143 Charlotte Avenue, Suite 104 City: Sanford State: NC Zip: 27330
Telephone: 919-872-2660 Fax:	Telephone: 919-777-6010 Fax:
PROJECT	
Project Name: 1218 Central Drive Pavement Rehab Project Project location: (Street Address) 1218 Central Drive City: Sanford State: NC Zip: 27330	
SERVICES TO BE RENDERED	
Proposal Number: 218643 dated: 9/15/2021 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its' agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for the such party's failure to perform its' work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition,

CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.
 - (h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.
19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with

limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.

20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: J Thomas Engineering, Inc.

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: 218643

Client's FAXED or DIGITAL signature to be treated as original signature



ITEM #: VI.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Major Preliminary Subdivision Plat for Winding Creek Farm Subdivision

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Planning Administrator

TYPE: Action Item

REQUEST	Consider the Planning Board recommendation for a major subdivision preliminary plat revision and vote.
BUDGET IMPACT	N/A
ATTACHMENTS	001-PREL PLAT-WINDING CREEK FARM-SEC 11-LOT 166-BINDER.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Consider the Planning Board recommendation and vote
SUMMARY	

Application by Van Harris Realty, Inc. to develop one new lot, identified as Lot 116 of Section 11, in Winding Creek Farm Subdivision. This is a single-family home residential subdivision served by private community wells and individual private septic systems that is located off of Cricket Hearth Road/Carbonton Road in western Lee County. The preliminary plat has expired and the proposed lot configuration differs from the approved preliminary plat; therefore, this lot and all future lots within this subdivision must be illustrated on revised preliminary plats that will be reviewed by the Planning Board and approved by the Lee County Commissioners. The applicant is proposing to create one new lot at this time, while the new preliminary plat for the next phase is being created. The subject property is zoned Residential Restricted (RR) and is identified as tax parcel 9623-02-2251-00 as depicted on Lee County Tax Map 9623.03.

LEE COUNTY
BOARD OF COMMISSIONERS – STAFF REPORT
MAJOR SUBDIVISION PLAT - REVISION
WINDING CREEK FARM SUBDIVISION, SEC. 11, LOT 116
SEPTEMBER 16, 2021

PLANNING BOARD RECOMMENDATION

The Planning Board met on September 20th and recommended that the Commissioners approve the revised preliminary subdivision plat as submitted with the Subdivision Exception requested by the applicant to allow the lot to exceed the UDO maximum lot width-to-depth ratio of 1:4 based on the rationale that the proposed one lot subdivision fronts on the “bulb” of a cul-de-sac and, as with any cul-de-sac lot, the ratio between the frontage and the depth of the parcel will be odd. Also, the depth of the proposed lot is necessary to include a portion of the lake/pond on the back of this parcel. The vote was unanimous.

REQUEST

Van Harris Realty, Inc. is requesting to develop one new lot, identified as Lot 116 of Section 11, in Winding Creek Farm Subdivision. This is a single-family home residential subdivision served by private community wells and individual private septic systems that is located off of Cricket Hearth Road / Carbondon Road in western Lee County.

The plat for Section 1 was recorded in 1984; however, there is no preliminary plat on file for this area. There is a preliminary plat dated April 3, 1996 that was (re)approved by the Lee County Planning Board on January 20, 2000, which illustrates the subject property and is included in the agenda packet for your reference.

The preliminary plat has expired and proposed lot configuration differs from the preliminary plat approved in 2000; therefore, this lot and all future lots within this subdivision must be illustrated on revised preliminary plats that will be reviewed by the Planning Board and approved by the Lee County Commissioners. The applicant is proposing to create one new lot at this time, while the new preliminary plat for the next phase is being created.

GENERAL INFORMATION

Location:	Off of Cricket Hearth Road (SR 1737), a NCDOT maintained public street
Property Owner:	Van Harris Realty, Inc.
Property Developer:	Van Harris Realty, Inc.
Project Surveyor:	Thomas J. Matthews, Professional Land Surveyor
Township:	Pocket
Tax Parcel:	9623-02-2251-00
Tax Maps:	9623.03 and 9631.04
Zoning:	Residential Restricted (RR)
Total Lots:	One lot illustrated on this preliminary plat
Open Space:	Not required
Acreage:	2.32 acres in Lot 116
Minimum Lot Size in RR:	30,000sf
Smallest Lot in subdivision:	30,099sf or 0.69 of an acre, Lot 23 of Section 3
Largest Lot:	59.41 acre balance, pending the subdivision/creation of future lots 14.79 acre lot at the end of Cricket Hearth Drive, developed with a house addressed as 462 Cricket Hearth Drive

Linear Feet of Street: The cul-de-sac “bulb” that fronts this lot must be accepted by NCDOT prior to recording the final plat that legally creates this lot. NCDOT maintenance currently ends at the start of the “bulb”

Street: Public streets with a 50ft right-of-way width, NCDOT

Water & Sewer: Private community wells and private individual septic systems

Fire District: Northview, Station 6, per GIS

Schools: J.R. Ingram Elementary /West Lee Middle / Southern Lee High Sch

SITE DESCRIPTION

This subdivision is located in western Lee County off of Carbonton Road. The other area surrounding the site is either developed with single-family homes, is farmland, or wooded.

ZONING DISTRICT INFORMATION

Existing Zoning: The subject property is zoned Residential Restricted (RR), which is established to provide areas for low-density single-family uses, with a maximum of one and one-half (1.5) dwelling units per acre. Property zoned RR should include only those tracts which abut or are in close proximity to existing large-lot single family development, making RR an appropriate transition district between rural, agricultural, and suburban uses

The minimum lot width is 100ft, with a minimum lot size of 40,000sf, and a max building height of 40ft.

The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the proposed public street

Rear: 30 feet, measured from the rear property line

*Side(s): 15 feet, measured from the side property lines

*Note: The minimum building setbacks for side yards in the RR zoning district was 10ft prior to the adoption of the UDO in January of 2006. Since this is a preliminary plat revision, the Planning Board may grant a Subdivision Exception to allow the subdivision to continue to develop with a 10ft side yard setback as originally established or may require all future lots within this subdivision to be developed with a 15ft side yard setback as currently required per the UDO. Please reference the Staff Analysis for additional information regarding Subdivision Exceptions.

Adjoining Zoning

North: Residential Restricted (RR), within Winding Creek Farm Subdivision

South: Residential Restricted (RR), within Winding Creek Farm Subdivision

East: Residential Restricted (RR), within Winding Creek Farm Subdivision

West: Residential Restricted (RR), within Winding Creek Farm Subdivision

UTILITIES

The subject property has been evaluated by a licensed soil scientist in order to determine the suitability of soils for an individual private septic system the Preliminary Soil Investigation report is included within the agenda packet for your reference. Future residential development on this lot would be served by an individual private septic system that must be approved per the North Carolina General Statutes requirements, either the Lee County Environmental Health Department or a licensed soil scientist, at the time that the developer or individual lot owner proposes to construct a house.

This subdivision is served by existing private community wells.

TRANSPORTATION

Cricket Hearth Drive (SR 1737), a NCDOT maintained public roadway with a 50ft right-of-way width. The cul-de-sac “bulb” that fronts this lot must be accepted by NCDOT prior to recording the final plat that legally creates this lot. NCDOT maintenance currently ends at the start of the “bulb”

LOCAL OVERLAY DISTRICTS

Watershed Conservation Overlay District: The subject property is located within the Watershed Conservation Overlay District, specifically the Deep River/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. This preliminary plat appears to comply with the UDO watershed regulations.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality 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 at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

PLAN SANLEE

The long-range land use plan identifies the front portion of this property as Countryside, which has the following characteristics: undeveloped lands outside the Urban Service Area, preservation of the country’s agricultural heritage encouraged, conservation and maintenance of rural lifestyle supported, and limited residential density. The local example is the Avents Ferry Road corridor in northeast Lee County. Information from the land use plan is provided as attachments to this report for your reference.

Land use designations include schools, churches, single-family detached dwellings, farmland, forests, and conservation land. Forms of transportation include automobiles that share the roads with agricultural activity (with vehicular connectivity encouraged in new development) and pedestrians walking & bicycling on off-street trails. The zoning districts are Residential Agricultural (RA) and Residential Restricted (RR). The maximum development density is one dwelling unit per two acres with deep building setbacks and a 35ft height limit. Utility infrastructure is well water and on-site wastewater disposal. The features character is two-lane rural highways, dispersed development pattern, and agricultural fields & forests.

STAFF ANALYSIS

The proposed lot configuration differs from the preliminary plat approved in 2000; therefore, this lot and all future lots within this subdivision must be illustrated on revised preliminary plats that will be reviewed by the Planning Board and approved by the Lee County Commissioners. The applicant is proposing to create one new lot at this time, while the new preliminary plat for the next phase is being created.

No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard RR district and not a conditional zoning district. No sidewalks or curb & gutter were required for subdivisions developed prior to 2006. The UDO currently requires sidewalks on one side of the street and curb & gutter for subdivisions with lots smaller than 20,000sf; therefore, this subdivision would not be required to incorporate these design standards into the design if it were being created at this time.

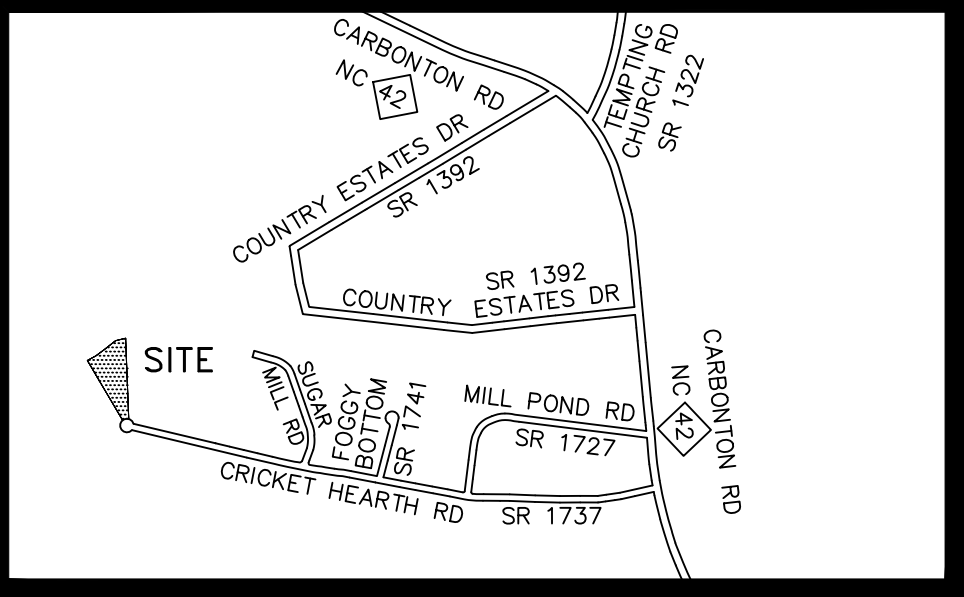
Please be aware that the applicant is requesting a Subdivision Exception from compliance with the maximum 1:4 lot width-to-depth ratio for lots created via the major subdivision process in the Residential Restricted (RR) zoning district. The proposed lot depth is more than four times the lot width, as measured at the minimum front building setback line (30ft from the right-of-way line of the cul-de-sac “bulb”).

Per the Subdivision Exception Application included within your agenda packet, “the proposed one lot subdivision fronts on the “bulb” of a cul-de-sac. As with any cul-de-sac (lot) the ratio between the frontage and the depth of a land parcel will be odd. The depth of the proposed lot is necessary to include a portion of the lake/pond on the back of this parcel.”

Subdivision Exceptions shall be available for major subdivisions in conjunction with the application for preliminary plat approval. Where the Planning Board and Commissioners find that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve exceptions to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that the exception shall not have the effect of nullifying the intent and purpose of these regulations. All such exceptions shall be approved by the Commissioners, upon recommendation from the Planning Board, as part of the preliminary plat approval.

OTHER CONDITIONS / REQUIREMENTS / NOTES

- 1.) The TRC reviewed this plat in August of 2021 and was amenable with the preliminary plat moving forward for review & approval by the Planning Board and the Commissioners. All TRC technical revisions must be addressed prior to the final plat being recorded.
- 2.) The preliminary plat shall be valid for two years if approved by the Lee Co Commissioners.



VICINITY MAP

STATE OF NORTH CAROLINA
COUNTY OF LEE

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

REVIEW OFFICER
DATE

LEGEND
CL - CENTERLINE
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
ERRS - EXISTING RAILROAD SPIKE
ESI - EXISTING SOLID IRON
SIS - SOLID IRON SET
SRRS - SET RAILROAD SPIKE
T.D. TOTAL DISTANCE

REMAINING PORTION OF
M. VAN HARRIS
AND
DONNA M. SMITH
DB 818, P. 996
PC 9, SLIDE 22-C
TRACT 1

REMAINING PORTION OF
VAN HARRIS REALTY, INC.
DB 650, P. 117
PARCEL 3

PORTION OF
M. VAN HARRIS
AND
DONNA M. SMITH
DB 818, P. 996
PC 9, SLIDE 22-C
TRACT 1

REMAINING PORTION OF
VAN HARRIS REALTY, INC.
DB 650, P. 117
PARCEL 3

CERTIFICATE OF APPROVAL OF STREET DESIGN BY THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

North Carolina Department of Transportation

Division of Highways

Proposed Subdivision Road Minimum Construction Standards Certification.
The roads must be constructed to these standards, paved, and in an acceptable state of maintenance at the time that they are accepted onto the State System. All responsibility for the roads remains with the owner of the property, his heirs, or assigns until such time as the roads are accepted for maintenance by the Board of Transportation.

District Engineer

Date

Certificate of Approval of (Water Supply and) Sewage Disposal Systems

I hereby certify that the lot(s) on this plat have been evaluated under the current provisions of Title 15A NCAC 18A .1900 et seq., and the Regulations Governing Construction and Abandonment of Wells in Lee County and found to have (adequate space for an on-site, individual, private water source and) acceptable soils for an on-site, subsurface sewage treatment and disposal system. NOTE: Due to variations in siting specific uses and potential for changes in regulation or soil conditions, issuance of a Well Permit or Improvement Permit by Lee County Environmental Health is not guaranteed.

Date

(SEAL)
Licensed Soil Scientist

License No.

CERTIFICATE OF FINAL PLAT APPROVAL

In accordance with the Lee County Unified Development Ordinance, having met the general requirements of the preliminary plat as approved, final authority is hereby granted to Winding Creek Farm Subdivision, Section 11, Lot 116 shown hereon.

Director of Community Development

Date

Certificates of Ownership and Dedications

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of Lee County, and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all parks, and other sites and easements to public or private use as noted.

Date

Owner(s)

NORTH CAROLINA, LEE COUNTY
Presented for registration on the day
of 2021 at M.
recorded at Plat Cabinet

Pamela G. Britt, Register of Deeds

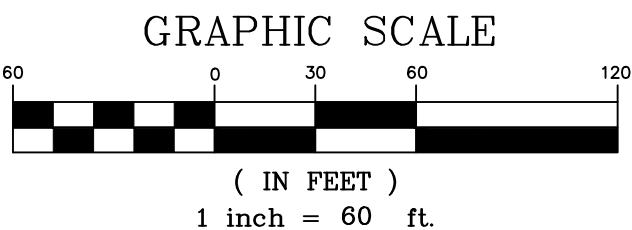
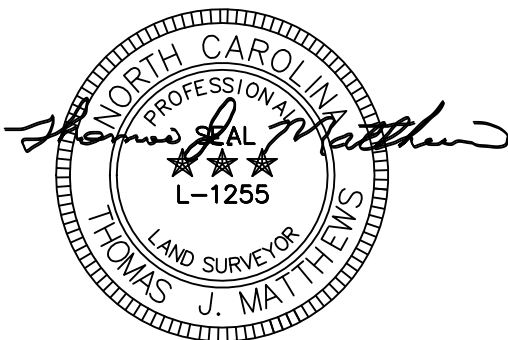
NOTE:
THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS,
RIGHT OF WAYS, AND AGREEMENTS OF RECORD PRIOR TO THIS PLAT.

NOTE:
THIS SURVEY CREATES A SUBDIVISION OF LAND IN AN
AREA COVERED BY A SUBDIVISION ORDINANCE.

I, Thomas J. Matthews, certify that this plat was drawn under my supervision from an actual survey made under my supervision deed description recorded in Book SEE page MAP; That the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE Page MAP; That the ratio of precision as calculated is 1: 10,000; that this plat was prepared in accordance with GS 47-30 as amended. WITNESS my original signature, registration number and seal this 2nd day of AUGUST A.D. 2021

Thomas J. Matthews
LAND SURVEYOR
PLS. # L-1255

NOTE:
AC. CAL. BY COMPUTER
WATER.....PRIVATE COMMUNITY WELL SYSTEM
SEWER.....PRIVATE INDIVIDUAL SEPTIC SYSTEMS
MIN. BUILDING SETBACK LINES
30' FRONT
30' REAR
10' SIDE
WATERSHED..... DEEP RIVER/LEE COUNTY PROTECTED AREA



OWNER:
VANN HARRIS REALTY INC.
PO BOX 246
SANFORD NC 27331

REFERENCE:
VAN HARRIS REALTY, INC.
DB 650, P. 117
PARCEL 3
PC 2014, SLIDE 25
PC 9, SLIDE 65-F

2.32 ACRES TOTAL
CALCULATED BY COMPUTER

PRELIMINARY SUBDIVISION FOR:
**WINDING CREEK FARM
SECTION 11
LOT 116**

THOMAS J. MATTHEWS
PROFESSIONAL LAND SURVEYOR
226 E. TRADE STREET
SUITE 2
SANFORD, N.C. 27332
(919) 776-3400
matthewssurveying@yahoo.com

TOWNSHIP: POCKET	COUNTY: LEE
STATE: NORTH CAROLINA	DATE COMPLETED: 08-02-2021
SCALE: 1" = 60'	REVISIONS:
PARCEL: 9623-22-2251	JOB # 3999A
ZONE: RR	TAX MAP: 9632.03

HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P.O. Box 400, Lillington, NC 27546-0400

Phone (910) 893-8743 / Fax (910) 893-3594

www.halowensoil.com

5 July 2021

Josh Harris

Reference: Preliminary Soil Investigation

Property on Cricket Hearth Road, Sanford, NC
Winding Creek Farm SD Lot 116

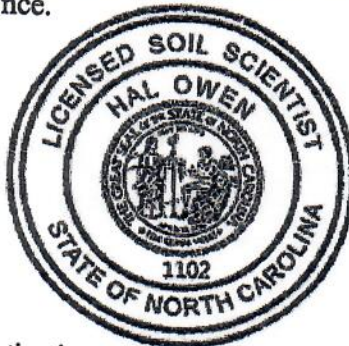
Dear Mr. Harris,

A site investigation has been conducted for the above referenced property, located on the northern side of Cricket Hearth Road in Lee County, North Carolina. The purpose of this investigation was to determine the site's ability to support subsurface sewage waste disposal systems. All sewage disposal ratings and determinations were made in accordance with "Laws and Rules for Sewage Treatment and Disposal Systems, 15A NCAC 18A .1900". This report represents my professional opinion as a Licensed Soil Scientist but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed.

The soils on this property are very rocky and auger borings were not possible in many areas to adequate depths to fully evaluate the soils. The area indicated as provisionally suitable soils for drip systems may be limited in soil depth to the extent that subsurface drip dispersal systems will be required. These type systems are significantly more expensive than conventional type systems. It is possible that a more cost effective system can be permitted for this lot, but additional investigation with the aid of a backhoe or excavator would be needed to make that determination.

The unsuitable soil area is so rated due to inadequate soil depth to excessive soil wetness conditions, bedrock, and/or unsuitable landscape position. The ability to utilize alternative systems or make modifications to this area to allow for septic systems is minimal. Some of this area will likely support building foundations, and the proposed home could be sited in this area. Utilization of a pump type system will likely be required, with the home sited near the rear and the better soil area in the middle dedicated to the septic systems.

I appreciate the opportunity to provide this service and trust that you will feel free to call on me again in the future. If you have any questions or need additional information, please contact me at your convenience.



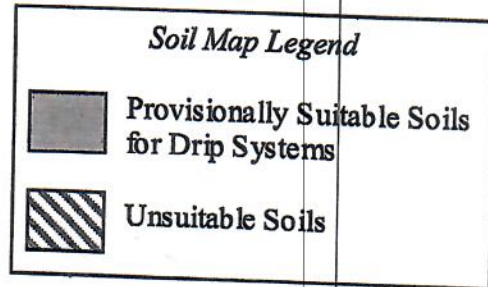
Sincerely,

Hal Owen
Licensed Soil Scientist

Soil Science Investigations ♦ Wetland Delineations, Permitting, and Consulting

Preliminary Soil Investigation
Property on Cricket Hearth Road, Sanford, NC
Winding Creek Farm SD Lot 116
5 July 2021

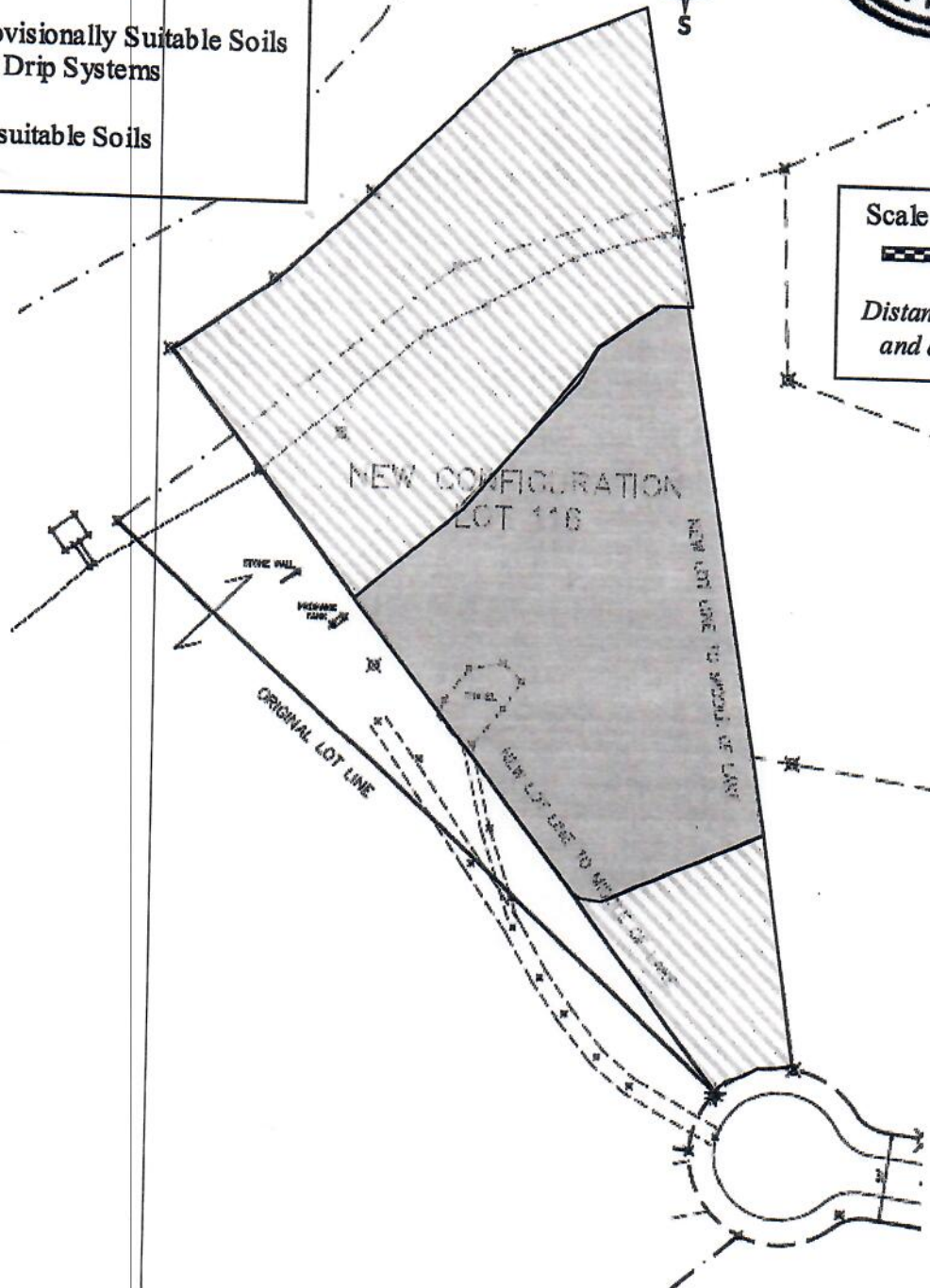
Soil Map



Scale 1 in = 100 ft



*Distances are paced
and approximate*



Application No. _____

Energov Case No. _____

SUBDIVISION EXCEPTION APPLICATION

City of Sanford

Circle Jurisdiction That Applies:
Lee County

Town of Broadway

Subdivision Application Process

A Subdivision Exception is available under the following conditions as stated below in Section 6.3.6 of the Subdivision Ordinance. The respective governing Boards and Planning Boards will consider the application in the manner of a rezoning request at a public hearing which shall be advertised in accordance with NCGS § 160A-364.

6.3.6 SUBDIVISION EXCEPTIONS

6.3.6.1 Subdivision exceptions shall be available only for Major Subdivisions in conjunction with the application for Preliminary Plat approval.

6.3.6.2 Where the Planning Board and Governing Body finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve exceptions to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that the exception shall not have the effect of nullifying the intent and purpose of these regulations.

6.3.6.3 All such exceptions shall be approved by the Governing Body, upon recommendation from the Planning Board, as part of the preliminary plat approval.

For questions concerning this process, please contact the Sanford/Lee County Zoning & Design Review Dept., 115 Chatham Street, Sanford, NC, (919) 718-4656 between 8am and 5pm, Monday-Friday.

Complete this application in its entirety and submit it with a digital copy and three (3) paper copies of the preliminary plat of the subdivision plan.

APPLICANT INFORMATION

Applicant's Name: Van Harris Realty, Inc (Josh Harris)
Address: P.O. Box 246
Telephone No.: 919.775.3513
Email: jvhinc@gmail.com

PROPERTY OWNERS INFORMATION (if different from applicant)

Property Owner Name (if different from applicant): _____
Address: _____
Telephone No.: _____
Email: _____

PROPERTY INFORMATION

Address or Location

Lee County Tax Parcel No.

Zoning District

Total Acreage in Tract

Deed Book _____, Page _____

DESCRIPTION OF REQUEST

The burden is on the applicant to demonstrate the need for the exception. Please state fully the hardship that creates the need for the requested subdivision exception and provide any additional information that may be helpful in the review of this application. Attach additional pages if necessary.

I am requesting an exception to Section (s) _____ of the Subdivision Ordinance.

I believe that this exception should be granted because: the proposed lot subdivision

is fronts on the "bulb" of a cul-de-sac. As with any
cul-de-sac the ratio between the frontage and depth of a land parcel
will be odd.

The depth of proposed lot is necessary to include a portion
of the lake/pond on the back of of this parcel

CERTIFICATION

I hereby certify that the information presented in this application is accurate and correct to the best of my knowledge. It is further understood that this application will be reviewed for completeness and that it shall not be scheduled for official consideration until it is deemed complete by the Sanford/Lee County Planning & Development Department.

Signature of Applicant/Owner (Sign & Print)

This signature must be notarized below

8/25/21

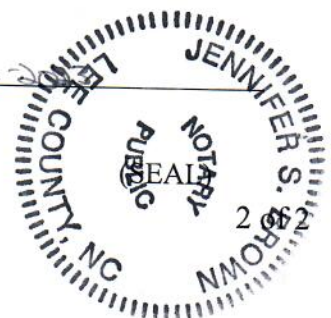
Date

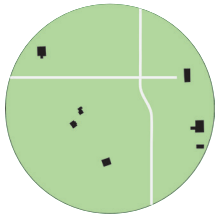
STATE OF NORTH CAROLINA
LEE COUNTY

I, Jennifer S. Brown, a Notary Public for Lee County and State of North Carolina do
hereby certify that Josh Harris personally appeared before me on this day
and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the
25 day of August, 2021

Notary Public Signature

My Commission Expires: 7-1-22





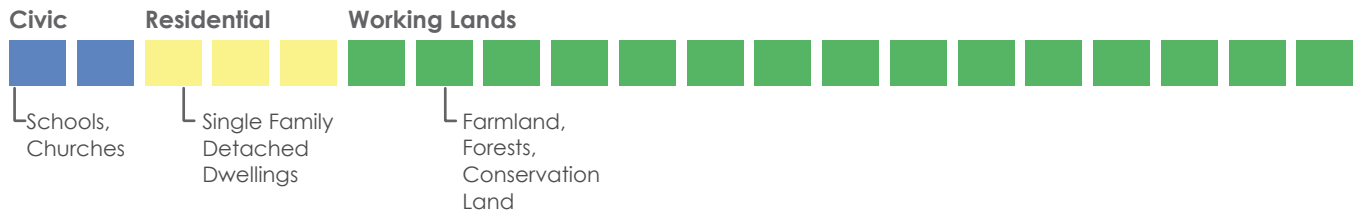
COUNTRYSIDE

- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
- ✓ Preservation of county's agricultural heritage encouraged
- ✓ Conservation and maintenance of rural lifestyle supported
- ✓ Limited residential density

Local Example - Avents Ferry Road Corridor in northeast Lee County



LAND USE



TRANSPORTATION



CONTEXT

Development Density

- ✓ Maximum 1 dwelling unit / 2 acres
- ✓ Deep Building Setbacks
- ✓ 35 Foot Height Limit

Utility Infrastructure

- ✓ Well Water
- ✓ On-Site Wastewater Disposal

Preferred Character

- ✓ Two-Lane Rural Highways
- ✓ Dispersed Development Pattern
- ✓ Agricultural Fields + Forests

ZONING

Current Districts

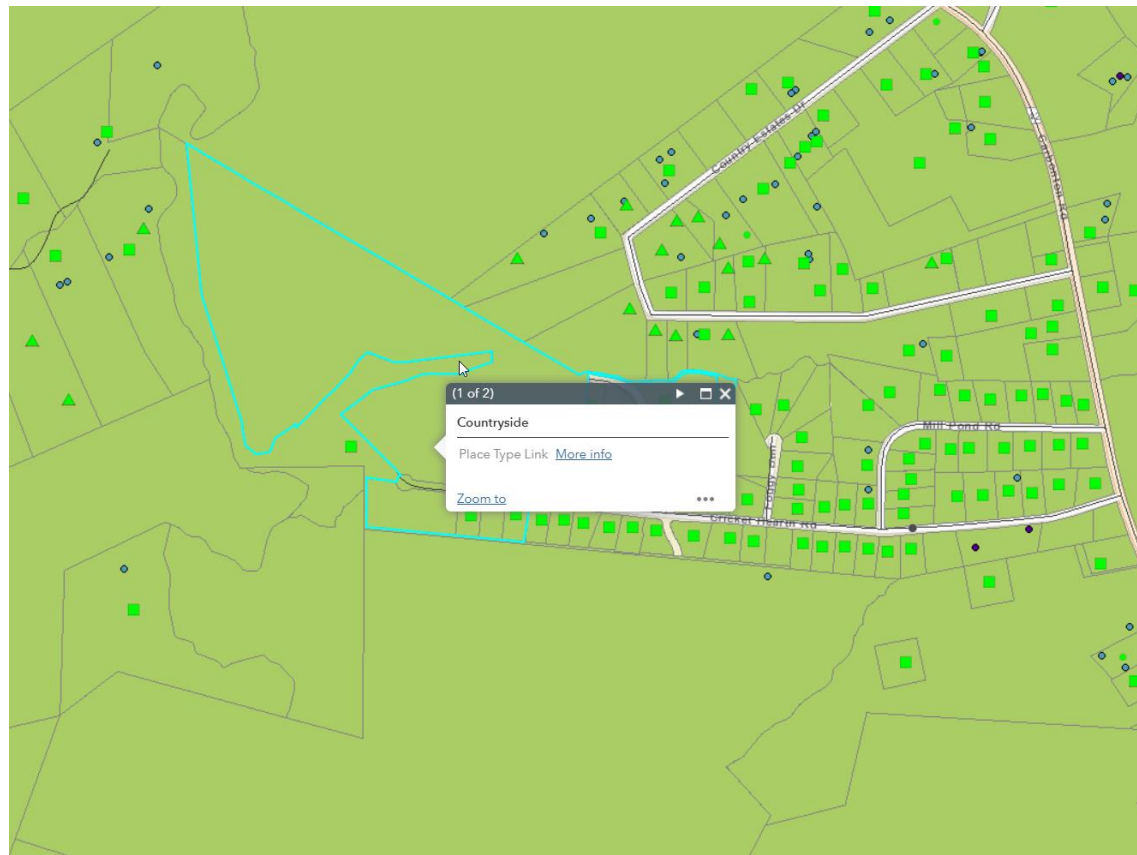
- ✓ RA (Primary)
- ✓ RR (Secondary)



Proposed Districts

- ✓ Agricultural District (Primary)
- ✓ Countryside Residential District (Secondary)

Long Range Plan – Interactive Map of Site



Place_Types

Place Types

- Commercial Corridor
- Countryside
- Crossroads
- Downtown
- Industrial Center
- Maker District
- Mixed Use Activity Center
- Neighborhood Center
- Neighborhood Transition
- Professional and Institutional Campus
- Suburban Neighborhood
- Urban Neighborhood
- Village Center
- Village Neighborhood



ITEM #: VI.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: October 4, 2021

SUBJECT: Major Subdivision Preliminary Plat for River Falls Subdivision

DEPARTMENT: Planning

CONTACT PERSON: Amy McNeill, Planning Administrator

TYPE: Action Item

REQUEST	Consider the Planning Board recommendation and vote to renew the preliminary plat for River Falls Subdivision.
BUDGET IMPACT	N/A
ATTACHMENTS	002-PREL PLAT-RIVER FALLS-PH 3-RENEWAL-BINDER.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Consider the Planning Board recommendation and vote.
SUMMARY	

Application by Van Groce, Sr. to renew the preliminary plat for River Falls Subdivision. This is a single-family home residential subdivision served by public water, individual private septic systems, and public roads off of Sheriff Watson Road (SR 1162) and Holder Road (SR 1163) in southeastern Lee County. Phases 1 and 2 were recorded years ago, but the preliminary plat has since expired; therefore, the preliminary plat must be renewed by the Planning Board and the Lee County Commissioners, even though the proposed lot configurations are the same as illustrated on the originally approved plat. If renewed, the developer would move forward with the creation of lots 29-128. The subject property is zoned Residential Agricultural (RA) and is identified as tax parcel 9559-39-4946-00 as depicted on Lee County Tax Map 9650.03 and 9559.01.

LEE COUNTY
BOARD OF COMMISSIONERS – STAFF REPORT
MAJOR SUBDIVISION PRELIMINARY PLAT - RENEWAL
RIVER FALLS SUBDIVISION, PHASE 3, LOTS 29-128
OCTOBER 4, 2021

PLANNING BOARD RECOMMENDATION

The Planning Board met on September 20th and recommended that the Commissioners renew the preliminary subdivision plat as submitted with the Subdivision Exception requested by the applicant to allow lots 72 and 78 to exceed the UDO maximum lot width-to-depth ratio of 1:4 based on the rationale that the added depth is necessary because of the shape of the original parcel/parent tract and that the added depth does not appear to be problematic because the area to the rear will remain natural area since it is within the 100-year floodplain.

The Board did not recommend approval of the second Subdivision Exception requested by the applicant, which was to allow the subdivision to be developed with a 10ft side yard setback as required at the time of the original approval in 2004. Instead, compliance with a 15ft side yard setback as currently required by the UDO was recommended. The rationale being that, based on the minimum lot width of 100ft (with an exception for cul-de-sac lots), this would leave 70ft of developable area width in which to build a house. A 15ft side yard setback would create a minimum of 30ft of separation between homes if they were built up to the setback line. Whereas, a 10ft side yard setback would create a minimum of 20ft of separation between homes if they were built up to the setback line. Given the rural location of the subdivision and the larger lot sizes required in the RA zoning district, the Board felt that the larger 15ft side yard setback was more appropriate. The vote was unanimous.

REQUEST

Van Groce, Sr. is requesting to renew the preliminary plat for River Falls Subdivision. This is a single-family home residential subdivision served by public water, individual private septic systems, and public roads off of Sheriff Watson Road (SR 1162) and Holder Road (SR 1163) in southeastern Lee County. Phases 1 and 2 were recorded years ago prior to the adoption of the UDO in January of 2006, but the preliminary plat has since expired; therefore, the preliminary plat must be renewed by the Planning Board and the Lee County Commissioners, even though the proposed lot configurations are the same as illustrated on the originally approved plat. If renewed, the applicant would move forward with the creation of lots 29-128.

GENERAL INFORMATION

Location:	Off of Sheriff Watson Road (SR 1162) and Holder Road (SR 1163),
Property Owner:	Roscoe Development Company, Inc.
Applicant:	Van Groce, Sr.
Project Surveyor:	Thomas J. Matthews, Professional Land Surveyor
Township:	Greenwood
Commissioner District:	3
Tax Parcel:	9559-39-4946-00
Tax Maps:	9650.03 and 9559.01
Zoning:	Residential Agricultural (RA)
Total Lots:	100 lots illustrated on this plat (128 lots total for this subdivision)
Open Space:	Not required for subdivisions in the RA zoning district
Minimum Lot Size:	40,000sf or 0.92 of an acre
Smallest Lot:	40,000sf or 0.92 of an acre in lots 54, 68-69, 81-89, and 97-104

Largest Lot: 4.35 acres in lot 78
Linear Feet of Street: 1,274 linear feet of existing streets and 7,812 linear feet of unbuilt streets
Street: Public streets with a 60ft right-of-way width maintained by NCDOT
Water Source: Public water maintained by the City of Sanford
Wastewater Method: Private individual septic systems
Fire District: Benhaven, Station 12
Schools: J. Glenn Edwards Elementary /SanLee Middle / Southern Lee High School

SITE DESCRIPTION

This subdivision is located in southeastern Lee County off of Sheriff Watson Road / Holder Road. The other area surrounding the site is either developed with single-family homes, is farmland, or wooded.

ZONING DISTRICT INFORMATION

Existing Zoning: The subject property is zoned Residential Agricultural (RA), which 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.

The minimum lot width is 100ft, with a minimum lot size of 40,000sf, and a max building height of 40ft.

The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 30 feet, measured from the rear property line
*Side(s): 15 feet, measured from the side property lines

*Note: The minimum building setbacks for side yards in the RA zoning district was 10ft prior to the adoption of the UDO in January of 2006. Since this is a preliminary plat revision, the Planning Board may grant a Subdivision Exception to allow the subdivision to continue to develop with a 10ft side yard setback as originally established or may require all future lots within this subdivision to be developed with a 15ft side yard setback as currently required per the UDO. Please reference the Staff Analysis for additional information regarding Subdivision Exceptions.

Adjoining Zoning

North: Residential Agricultural (RA)
South: Residential Agricultural (RA)
East: Residential Agricultural (RA)
West: Residential Agricultural (RA)

UTILITIES

The subject property has been evaluated by a licensed soil scientist in order to determine the suitability of soils for an individual private septic system and the Preliminary Soil Investigation report is provided for your reference. This information was referenced by the surveyor when creating the layout for this subdivision and the poor soils are illustrated on the plat. Future residential development on this lot would be served by an individual

private septic system that must be approved per the North Carolina General Statutes requirements, either the Lee County Environmental Health Department or a licensed soil scientist, at the time that the developer or individual lot owner proposes to construct a house.

TRANSPORTATION

The two entrances to the subdivision are off of Sheriff Watson Road (SR 1162) and Holder. Road (SR 1163), both of which are NCDOT maintained public streets with a 60ft right-of-way width. No improvements to these roadways will be required by NCDOT in association with the development of this subdivision.

LOCAL OVERLAY DISTRICTS

Flood Hazard Area: A portion of the subject property IS located within a Flood Hazard Area (commonly referred to as the 100-yr floodplain) that is associated with the Upper Little River that bounds the site to the northwest. Lots 71-79 contain floodplain as illustrated on the plat.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality 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 at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

PLAN SANLEE

The long-range land use plan identifies the front portion of this property as Countryside, which has the following characteristics: undeveloped lands outside the Urban Service Area, preservation of the country's agricultural heritage encouraged, conservation and maintenance of rural lifestyle supported, and limited residential density. The local example is the Avents Ferry Road corridor in northeast Lee County. Information from the land use plan is provided as attachments to this report for your reference.

Land use designations include schools, churches, single-family detached dwellings, farmland, forests, and conservation land. Forms of transportation include automobiles that share the roads with agricultural activity (with vehicular connectivity encouraged in new development) and pedestrians walking & bicycling on off-street trails. The zoning districts are Residential Agricultural (RA) and Residential Restricted (RR). The maximum development density is one dwelling unit per two acres with deep building setbacks and a 35ft height limit. Utility infrastructure is well water and on-site wastewater disposal. The features character is two-lane rural highways, dispersed development pattern, and agricultural fields & forests.

STAFF ANALYSIS

The following information documents the creation of the existing subdivision:

- 1996: Phase 1, lots 1-5, final plat recorded as a minor subdivision.
- 2003: Phase 1, lot 5, additional acreage was added to make this lot larger via a recombination plat.
- 2004: Phase 2, lots 6-7, final plat recorded as a minor subdivision.
- 2004: Phase 3, lots 8-125, preliminary plat approved.
- 2005: Phase 3, Section 1, lots 8-23, final plat recorded.
- 2009: Phase 3, Section 1, lot 14, additional acreage was added to this lot larger via a recombination plat.
This area included acreage that would have been included as lot 28.
- 2021: Phase 3, lots 29-128, preliminary plat with the same overall design submitted for renewal.

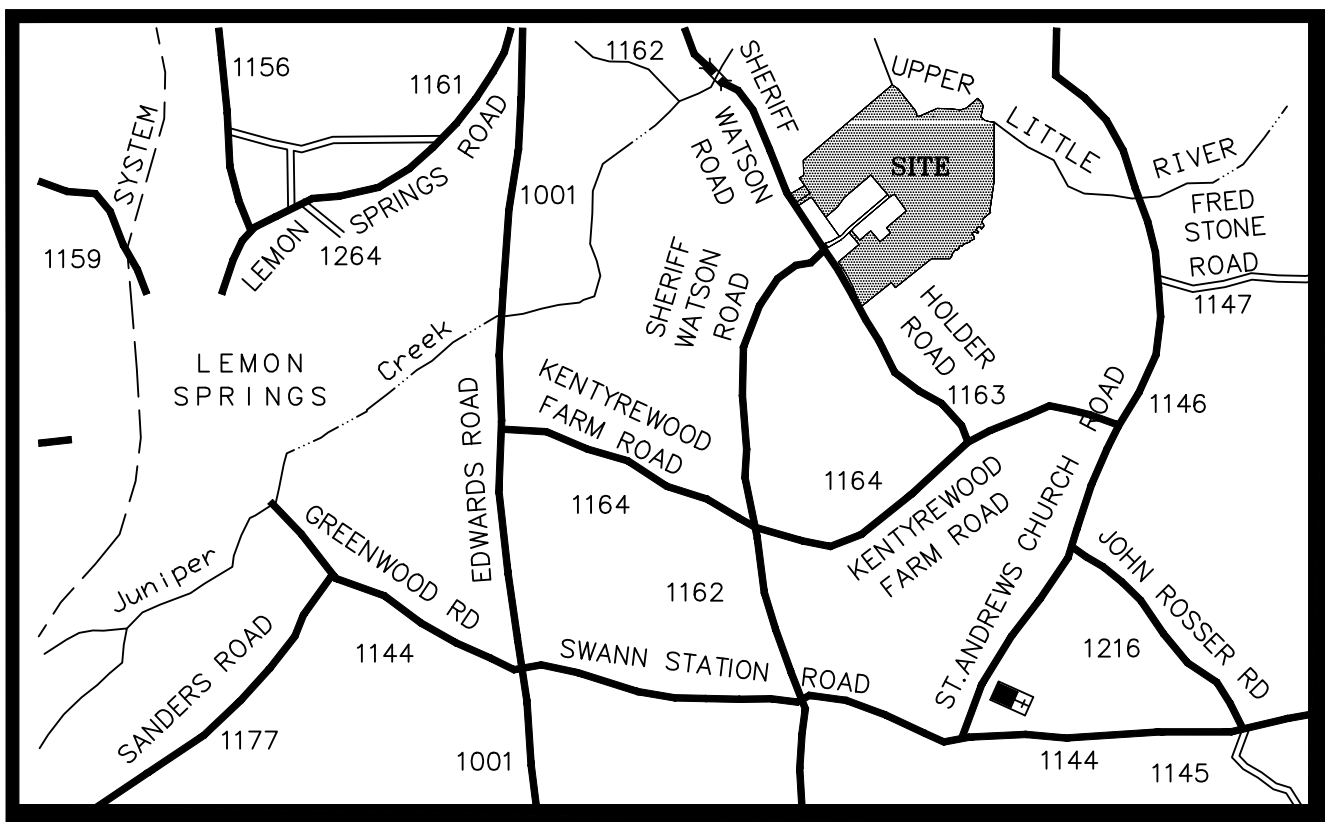
No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard RA district and not a conditional zoning district. No sidewalks or curb & gutter were required for subdivisions developed prior to 2006. The UDO currently requires sidewalks on one side of the street and curb & gutter for subdivisions with lots smaller than 20,000sf; therefore, this subdivision would not be required to incorporate these design standards into the design if it were being created at this time.

Please be aware that the applicant is requesting a Subdivision Exception from compliance with the maximum 1:4 lot width-to-depth ratio for lots created via the major subdivision process in the Residential Agricultural (RA) zoning district. The proposed lot depth for lots 78 and 72 is more than four times the lot width, as measured at the minimum front building setback line (30ft from the right-of-way line of the proposed public street right-of-way). Per a conversation with the project surveyor (who also worked with the original developer, Mr. Roscoe of Roscoe Development Company, Inc.) the added depth of the proposed lots is necessary because of the shape of the original parcel/parent tract. The added depth does not appear to be problematic because the area to the rear will remain natural area since it is within the 100-year floodplain.

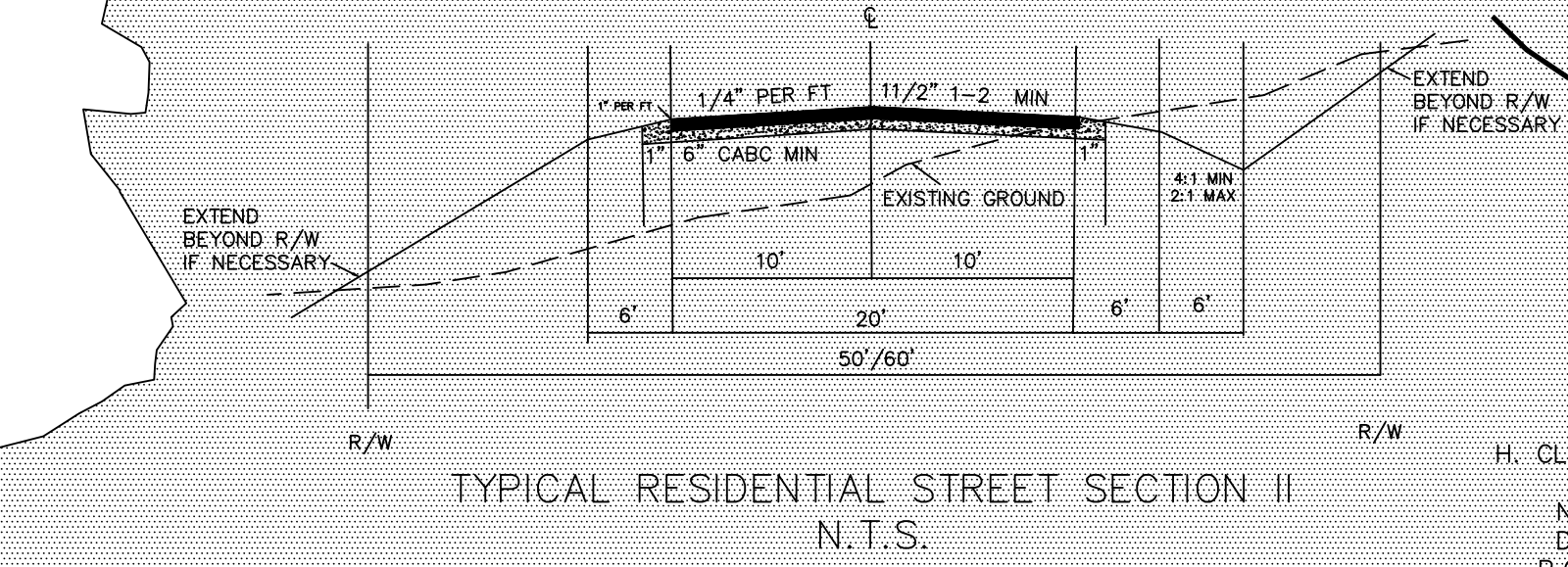
Subdivision Exceptions shall be available for major subdivisions in conjunction with the application for preliminary plat approval. Where the Planning Board and Commissioners finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve exceptions to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that the exception shall not have the effect of nullifying the intent and purpose of these regulations. All such exceptions shall be approved by the Commissioners, upon recommendation from the Planning Board, as part of the preliminary plat approval.

OTHER CONDITIONS / REQUIREMENTS / NOTES

- 1.) The preliminary plat shall be valid for two years is approved by the Lee Co. Commissioners.
- 2.) NCDEQ approval will be required if the developer disturbs an acre or greater.
- 3.) NCDOT approval will be required for all driveway connections to NCDOT maintained public roads.
- 4.) Public water must be installed & accepted for maintenance or a financial guarantee posted to guarantee the installation of the required improvements prior to recording the final plat. All financial guarantees must comply with the UDO standards and be accepted by the appropriate Governing Board.
- 5.) Public streets must be installed prior to recording the final plat. The developer is responsible for dedicating the public streets to NCDOT for maintenance once all requirements (density, construction method, etc.) are met.



VICINITY MAP



TYPICAL RESIDENTIAL STREET SECTION II
N.T.S.

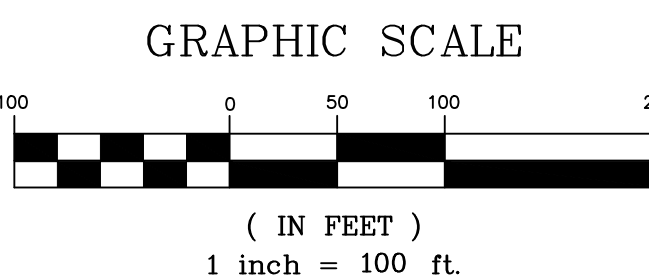
LINE	DIRECTION	DISTANCE
L1	N25°50'40"W	69.59'
L2	N41°05'00"W	81.53'
L3	N34°16'00"W	150.35'
CENTERLINE OF BRANCH		
B1	S21°07'17"E	15.00'
B2	S49°19'18"E	20.48'
B3	S52°39'02"W	149.04'
B4	S24°03'30"W	68.19'
B5	S52°36'44"E	29.31'
B6	S15°11'13"E	41.00'
B7	S41°41'25"W	60.98'
B8	N08°36'55"E	42.65'
B9	S86°00'00"W	29.84'
B10	S37°19'30"W	68.65'
B11	S51°24'53"E	51.18'
B12	S41°15'14"E	24.75'
B13	N65°56'13"W	66.39'
B14	S37°49'34"W	56.19'
B15	S14°36'43"E	21.49'
B16	S29°14'49"E	41.37'
B17	S50°11'30"E	27.99'
B18	S60°25'40"W	68.65'
B19	S36°16'51"W	22.87'
B20	S19°25'14"E	68.50'
B21	S50°20'52"W	57.83'
B22	N37°03'30"E	21.51'
B23	S58°09'22"W	21.89'
B24	S16°29'16"W	42.22'
B25	S66°26'49"W	36.28'
B26	N62°45'05"W	21.63'
B27	S40°19'10"W	67.08'
B28	S11°23'30"W	31.91'
B29	S41°22'04"W	34.51'
B30	S26°33'31"W	17.00'

SUMMARY DATA
TOTAL ACRES IN SUBDIVISION..... 149.77 ACRES
LINEAR FEET OF EXISTING STREETS..... 1,274'
LINEAR FEET OF PROPOSED STREETS..... 2,812'
WIDTH OF STREET RIGHTWAY..... 50' R/W AND 60' ENTRANCE STREETS
AREA OF STREET RIGHT OF WAY EXISTING..... 2.98 ACRES
AREA OF STREET RIGHT OF WAY PROPOSED..... 7.92 ACRES
NUMBER OF LOTS..... 100 BUILDABLE LOTS 124.99 ACRES TOTAL
MINIMUM LOT SIZE..... 40,000 sq. ft.
MINIMUM BLDG. FRONT SETBACK..... 100 FT
SINGLE DWELLING PER LOT
SERVED BY SANFORD CITY WATER
ROADS TO BE A.C.D.O.T. APPROVED
ZONING..... RA
TOPO..... LEE COUNTY GIS
ALL LOTS HAVE MORE THAN 1,200 SQ. FT. OF
BUILDABLE AREA OUTSIDE OF THE FLOOD ZONE "AE"

NOTE:
A PORTION OF THIS PROPERTY IS IN A SPECIAL
FLOOD HAZARD AREA ZONE "A" INDICATED BY 100-YEAR FLOOD
ACCORDING TO FEMA MAP NUMBER: 37100C0022-B AND 37100C0125-B
OF LEE COUNTY EFFECTIVE: DATE SEPTEMBER 6, 1989.

LEGEND
CL - CENTERLINE
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
EIRS - EXISTING RAILROAD SPIKE
ESI - EXISTING SLOD IRON
SIS - SLOD IRON SET
SPRS - SET RAILROAD SPIKE
T.D. - TOTAL DISTANCE
X - EXISTING HYDRANT
* - PROPOSED HYDRANT
S - SIGHT DISTANCE
● - SLOD IRON SET

NOTE:
AC. CAL. BY COMPUTER
WATER.....PUBLIC
SEWER.....SEPTIC TANK
MIN. BUILDING SETBACK LINES
30' FRONT
30' BACK
15' SIDE



PRELIMINARY PLAT
RIVER FALLS
PHASE III
LOTS 29 THRU 128

HAL OWEN & ASSOCIATES, INC.
SOIL & ENVIRONMENTAL CONSULTING
266 OLD COATS ROAD
POST OFFICE BOX 400
LILLINGTON, NC 27456
PHONE: 910-893-8743
FAX: 910-893-3594

KEN W. BRIGHT & ASSOCIATES, INC.
ENGINEERING AND SURVEYING
226 E. TRADE STREET
SANFORD, NC 27331
2305 CARTHAGE STREET
SANFORD, NC 27330
PHONE: 919-776-3444
FAX: 919-776-5335
EMAIL: kwbright@kenbrightengineering.com

REFERENCE:
ROSCOE DEVELOPMENT COMPANY, INC.
DB. 570 P. 728
P.C. 4 SLIDE 134

OWNER:
ROSCOE DEVELOPMENT COMPANY, INC.
1369 SHERIFF WATSON ROAD
SANFORD, NC 27332
PHONE: 919-498-2449

PRELIMINARY SURVEY FOR RIVER FALLS PHASE III		TOWNSHIP: GREENWOOD	COUNTY: LEE
THOMAS J. MATTHEWS PROFESSIONAL LAND SURVEYOR 226 E. TRADE STREET SUITE 2 SANFORD, N.C. 27332 (919) 776-3400 matthewssurveying@yahoo.com		STATE: NORTH CAROLINA	DATE COMPLETED: 06-09-2004
SCALE: 1" = 100'		REVISIONS: 1-13/05 8/31/21	JOB # 4029B
PARCEL: 9659-39-4946		TAX MAP: 9659.01	
ZONE: RA			

HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P. O. Box 400, 266 Old Coats Road

Lillington, NC 27546

Phone (910) 893-8743 / Fax (910) 893-3594

E-mail: halowen@intrstar.net

3 June, 2004

Mr. Thomas Matthews
Professional Land Surveyor
P.O. Box 2864
Sanford, NC 27331

Reference: Preliminary Soil Investigation
River Falls Subdivision

Dear Mr. Matthews,

A site investigation has been conducted for the above referenced property, located on the eastern side of Sheriff Watson Road (SR 1162) and Holder Road (SR 1163), Greenwood Township, Lee County, North Carolina. The purpose of this investigation was to determine the site's general ability to support subsurface sewage waste disposal systems. All sewage disposal ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal, 15A NCAC 18A .1900." This study is provided as a planning tool and gives general conditions observed at the site but did not evaluate any specific lots and does not certify the usable nature of any lot. This report represents our professional opinion but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed.

This property is composed of a mixture of soils that range from suitable to unsuitable for subsurface sewage waste disposal. Most of the property is situated on a broad ridgetop with gently sloping surface topography. The soils on this upland ridgetop are well suited for residential purposes and typically exhibit friable sandy clay loam subsoils to greater than thirty-six inches below surface. These soils will easily support the proposed lot sizes. Some of the soils on the rear half of the property occur on steeper slopes and contain clayey textured subsoil layers but are considered provisionally suitable for septic systems. These soils will require additional drainline due to the slower permeability of the clay layers but the proposed lot sizes appear adequate. Unsuitable soils occur in some small drainageways on the rear half of the property and the area immediately adjacent to the river is unsuitable due to soil wetness conditions within two feet below surface.

It appears that the soils on this property are adequate to support the proposed development. Additional investigations will be needed after the lots are surveyed on the ground to verify the usable nature of each proposed lot. We appreciate the opportunity to provide this service and trust that you will feel free to call on us again in the future. If you have any questions or need additional information, please contact us at your convenience.

Sincerely,

Laura J. Fortner

Laura J. Fortner
Licensed Soil Scientist

Hal Owen

Hal Owen
Senior Environmental Consultant



HAL OWEN & ASSOCIATES, INC.

SOIL & ENVIRONMENTAL SCIENTISTS

P. O. Box 400, 266 Old Coats Road

Lillington, NC 27546

Phone (910) 893-8743 / Fax (910) 893-3594

E-mail: halowen@intrstar.net

3 June, 2004

Mr. Thomas Matthews
Professional Land Surveyor
P.O. Box 2864
Sanford, NC 27331

Reference: Detailed Soil Investigation
River Falls Subdivision – Phase III – Lots 8 through 15

A detailed soil investigation has been conducted at the above referenced property, located on the eastern side of Holder Road (SR 1163), Greenwood Township, Lee County, North Carolina. The purpose of the investigation was to determine each lot's ability to support a subsurface sewage waste disposal system and repair area for a typical three-bedroom home. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal, 15A NCAC 18A .1900." It is our understanding that public water supplies are available at this site and will be utilized for each lot. However, each lot appears adequate to support an individual well if desired. This report represents our professional opinion but does not guarantee or represent permit approval for any lot by the local Health Department. An improvement permit for all residences will need to be obtained from the Health Department that specifies the proposed home size and location, and the design and location of the septic system to be installed.

The proposed eight lots were investigated and found to be underlain by a mixture of soils that range from suitable to provisionally suitable for subsurface sewage waste disposal. A small pond was observed on the adjacent property near the right rear of lot 8. Regulatory setback requirements from the pond may extend slightly into lot 8 but otherwise, unsuitable soil areas were not observed in this phase of the development.

Lots 13 through 15 were observed to be underlain dominantly by suitable soils. These suitable soils are characterized by deep, well-drained loamy sands with some thin layers of sandy loam at depths below 30 inches. These soils appear adequate to support long term acceptance rates of 0.6 to 0.8 gal/day/sqft for conventional drainlines.

Lots 10 through 12 were observed to be underlain dominantly by provisionally suitable soils with light sandy clay loam subsoil layers typically encountered below two feet. These provisionally suitable soils appear adequate to support long term acceptance rates of 0.5 to 0.6 gal/day/sqft for conventional drainlines.

Lots 8 and 9 were observed to be underlain dominantly by provisionally suitable soils with firm clay or clay loam subsoil layers. Usable soil depths typically exceeded 36 inches across these lots but saprolite was observed between 30 and 42 inches in a few borings. These provisionally suitable soils appear adequate to support long term acceptance rates of 0.3 to 0.4 gal/day/sqft for conventional drainlines.

It appears that each of these eight lots are adequate to support conventional septic systems installed with maximum ditch bottom depths ranging from 18 to 30 inches below surface. Adequate amounts of usable soils also exist on each lot to support at least 100% repair areas.

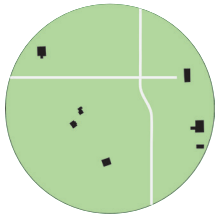
I trust that this report provides the information that you require at this time. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,


Laura J. Fortner
Licensed Soil Scientist


Hal Owen
Senior Environmental Consultant





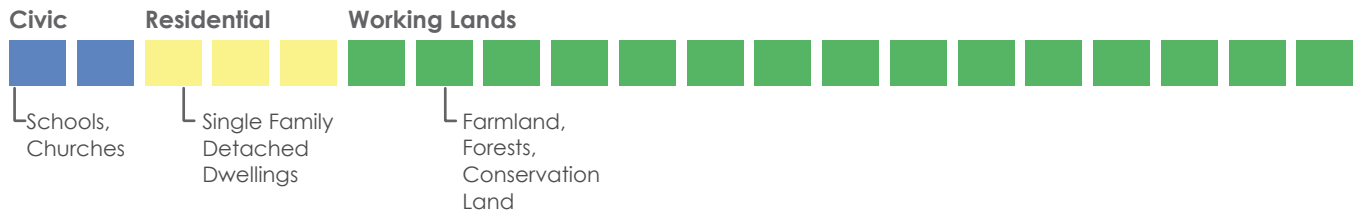
COUNTRYSIDE

- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
- ✓ Preservation of county's agricultural heritage encouraged
- ✓ Conservation and maintenance of rural lifestyle supported
- ✓ Limited residential density

Local Example - Avents Ferry Road Corridor in northeast Lee County



LAND USE



TRANSPORTATION



CONTEXT

Development Density

- ✓ Maximum 1 dwelling unit / 2 acres
- ✓ Deep Building Setbacks
- ✓ 35 Foot Height Limit

Utility Infrastructure

- ✓ Well Water
- ✓ On-Site Wastewater Disposal

Preferred Character

- ✓ Two-Lane Rural Highways
- ✓ Dispersed Development Pattern
- ✓ Agricultural Fields + Forests

ZONING

Current Districts

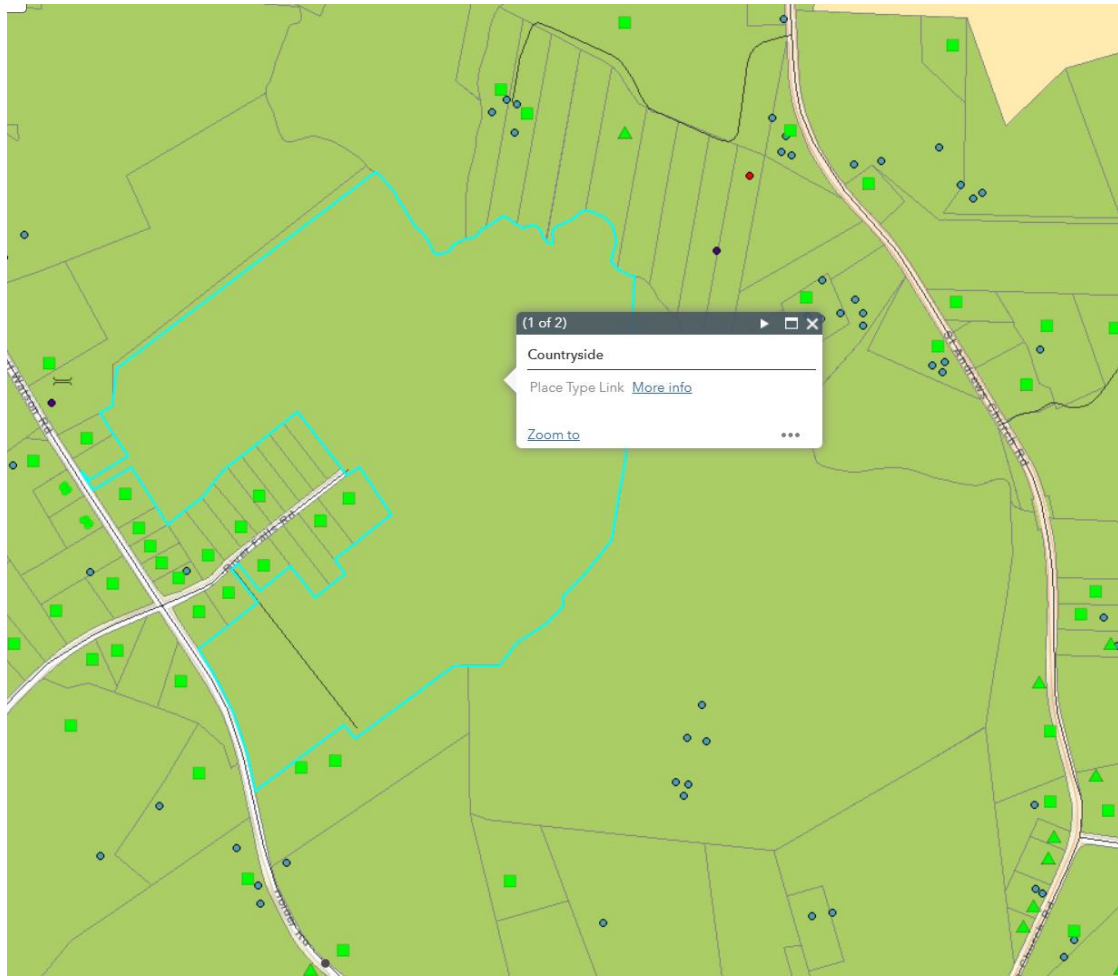
- ✓ RA (Primary)
- ✓ RR (Secondary)



Proposed Districts

- ✓ Agricultural District (Primary)
- ✓ Countryside Residential District (Secondary)

Long Range Plan – Interactive Map of Site



Place_Types

Place Types

- Commercial Corridor
- Countryside
- Crossroads
- Downtown
- Industrial Center
- Maker District
- Mixed Use Activity Center
- Neighborhood Center
- Neighborhood Transition
- Professional and Institutional Campus
- Suburban Neighborhood
- Urban Neighborhood
- Village Center
- Village Neighborhood