



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

Monday, June 19, 2023  
6:00 PM

**A G E N D A**

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**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**I. ADDITIONAL AGENDA**

**II. APPROVAL OF CONSENT AGENDA**

- II.A [Juvenile Crime Prevention Council \(JCPC\) Annual Plan Certification and County Funding Plan](#)
- II.B [Refund and Release Report for May 2023](#)
- II.C [Resolution Declaring Ten \(10\) Vehicles as Surplus Property](#)
- II.D [Purchase Order for COLTS Vans Purchase](#)
- II.E [Minutes from the June 5, 2023 Regular Meeting](#)
- II.F [Senior Services Home and Community Care Block Grant FY 2024](#)
- II.G [Renewal of Lee County Health Insurance Plan](#)
- II.H [Empowering Lives Contract Renewal](#)

- II.I [Approve Agreement with SAGA to provide economic development services to Lee County](#)
- II.J [Budget Amendment #06/19/23/17](#)
- II.K [Approval of the classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers.](#)
- II.L [Budget Amendment #06/19/23/18](#)

**III. INTRODUCTION OF THE 2023 LEE COUNTY YOUNG COMMISSIONERS LEADERSHIP PROGRAM PARTICIPANTS**

**IV. PUBLIC COMMENTS**

**V. OLD BUSINESS**

- V.A [Appointments to Boards and Commissions](#)
- V.B [Skimmer System for Moore Center](#)

**VI. NEW BUSINESS**

- VI.A [Update on NCDOT projects in Lee County](#)
- VI.B [2012 Tax Bill Write Off](#)
- VI.C [Endor Iron Furnace Proposal](#)
- VI.D [Request from Lee County School Board for the County to purchase a modular unit for Southern Lee High School](#)

**VII. MANAGERS REPORTS**

- VII.A [Monthly Financial and Sales Tax Reports](#)
- VII.B [County Manager's Monthly Report for June 2023](#)

**VIII. COMMISSIONERS' COMMENTS**

**ADJOURN**



ITEM #: II.A

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Juvenile Crime Prevention Council (JCPC) Annual Plan Certification and County Funding Plan

**DEPARTMENT:** Administration

**CONTACT PERSON:** Angelina Noel, Social Services Director

**TYPE:** Action Item

REQUEST	Consider approving the FY23-24 Lee County Juvenile Crime Prevention Council Funding Plan.
BUDGET IMPACT	\$205,084 is budgeted in both revenues and expenditures for FY 23-24.
ATTACHMENTS	<a href="#">FY 23.24 JCPC Certification Needs County Commissioner Approval and Signature LEE.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Juvenile Crime Prevention Council (JCPC) Annual Plan Certification and County Funding Plan.
SUMMARY	

The Juvenile Crime Prevention Council, JCPC, is required to submit to the Board of Commissioners the annual certification that outlines how the Council plans to allocate funding for the upcoming fiscal year. This plan was presented and adopted for approval by the Council during their April 19, 2023 Board meeting. Attached is the JCPC Certification for FY23-24. The local JCPC met and approved the attached funding plan to allocate a total of \$205,084 which remains the same from FY22-23: \$9,500 will be allocated to general administrative costs to include funding to support a part-time administrative personnel, \$71,528 will be allocated to Project Challenge of Lee County, \$24,696 will be allocated to Life Connections D-A-S-H

Mentoring, and \$99,360 will be allocated to Scots for Youth-Lee County Teen Court. All three program providers are required to submit local in-kind match. This requirement is the responsibility of the program provider and not the County.

## Juvenile Crime Prevention Council Certification

Fiscal Year: 2023/2024 \_\_\_\_\_

County: <b>LEE COUNTY</b>	Date: <b>May 30, 2023</b>
G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. <b>(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)</b>	
1-Year Funding: FY 2023-2024	2-Year Funding: FY _____ and FY _____

### CERTIFICATION STANDARDS

#### STANDARD #1 - Membership

- |   |     |
|---|-----|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | YES |
| B. Is the membership list attached?   | YES |
| C. Are members appointed for two-year terms and are those terms staggered?  | YES |
| D. Is membership reflective of social-economic and racial diversity of the community?   | YES |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | NO  |

If not, which positions are vacant and why?

Position #12 - Two Persons Under the Age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles. JCPC has filled one of the vacancies with a member of the public representing the interests of families and at-risk juveniles.

#### STANDARD #2 - Organization

- |  |     |
|--|-----|
| A. Does the JCPC have written Bylaws?  | YES |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.)   |     |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.  | YES |
| D. Does the JCPC have written policies and procedures for funding and review?  | YES |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.)   |     |
| F. Does the JCPC have officers and are they elected annually?  | YES |
| JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input type="checkbox"/> Secretary; <input type="checkbox"/> Treasurer. |     |

#### STANDARD #3 - Meetings

- |  |     |
|--|-----|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | YES |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | YES |
| C. Does the JCPC meet six (6) times a year at a minimum?   | YES |
| D. Are minutes taken at all official meetings?   | YES |
| E. Are minutes distributed prior to or during subsequent meetings?   | YES |

**Juvenile Crime Prevention Council Certification (cont'd)**

**STANDARD #4 - Planning**

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? YES
- B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? YES
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? YES

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) YES
- B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? YES

**STANDARD #6 – No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? YES

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is diligently working to recruit a youth representative to fill vacancy listed above.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30<sup>th</sup> annually.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	
	<u>\$9,500</u>
<b>Local</b>	<u>0.00</u>
<b>Other</b>	<u>0.00</u>
<b>Total</b>	<u>\$9,500</u>

**JCPC Chairperson Signature Submitted Electronically in NCALLIES**

\_\_\_\_\_  
JCPC Chairperson Date

\_\_\_\_\_  
Chairman, Board of County Commissioners Date

DPS Designated Official

Date

**DPS Designated Official  
Signature Submitted  
Electronically in NCALLIES**

**Juvenile Crime Prevention Council Certification (cont'd)**

LEE COUNTY

County

FY 2023/2024

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Dr. Johnnye Waller	Asst. Superintendent	<input checked="" type="checkbox"/>	W	F
2) Chief of Police or designee	Evan Gunter	Chief	<input type="checkbox"/>	W	M
3) Local Sheriff or designee	Sgt. Larry Whitake	Sergeant	<input checked="" type="checkbox"/>	W	M
4) District Attorney or designee	Tiffany Bartholomew	Asst. District Attorney	<input checked="" type="checkbox"/>	TM	M
5) Chief Court Counselor or designee	Michelle Bennett	Chief Court Counselor	<input type="checkbox"/>	B	F
6) Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Laurie Perez	Licensed Counselor	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Takishia McMiller	DSS Director	<input type="checkbox"/>	B	F
8) County Manager or designee	Candace Iceman	Asst. Finance Director	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Beverly Wicker	Licensed Substance Abuse Counselor		B	F
10) Member of Faith Community	Gail Dickens	Pastor		W	F
11) County Commissioner	Taylor Vorbeck	County Commissioner		W	F
12) Two persons under the age of 21, or one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles					
	Pamela Adkins	Professor		B	F
13) Juvenile Defense Attorney	Nicolle Phair	Attorney		B	F
14) Chief District Judge or designee	Jim Love Jr.	District Court Judge	<input checked="" type="checkbox"/>	W	M
15) Member of Business Community	Angela Minnick	General Manager		W	F
16) Local Health Director or designee	Juan Diaz-Franco	Vital Records	<input checked="" type="checkbox"/>	H	M
17) Rep. United Way/other non-profit					
18) Representative/Parks and Rec.	Bill Shuey	Athletic Supervisor		W	M

**Juvenile Crime Prevention Council Certification (cont'd)**

19) County Commissioner appointee	Margaret Johnson	Retired DSS Supervisor		B	F
20) County Commissioner appointee	Utarious Murchison	Detention Sergeant		B	M
21) County Commissioner appointee	Chaplian Christopher McLean	Youth Advocate		B	M
22) County Commissioner appointee	Bobby Covington	Evangelist		B	M
23) County Commissioner appointee	Cynthia Galyean	Childcare Owner		W	F
24) County Commissioner appointee					
25) County Commissioner appointee					

# LEE County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$     \$205,084     Local Match: \$     \$58,941     Rate:     30%    

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	County JCPC Administrative	\$9,500						\$9,500	
2	Project Challenge (LEE)	\$71,528			\$21,458			\$92,986	23%
3	Life Connections D-A-S-H Mentoring	\$24,696			\$7,547			\$32,243	23%
4	Scots For Youth-Lee County Teen Court	\$99,360			\$29,936			\$129,296	23%
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$205,084</b>			<b>\$58,941</b>			<b>\$264,025</b>	<b>22%</b>

**The above plan was derived through a planning process by the LEE County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023/2024.**

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

check type  initial plan  update  final

-----DPS Use Only-----	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)  
or County Finance Officer



ITEM #: II.B

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Refund and Release Report for May 2023

**DEPARTMENT:** Tax

**CONTACT PERSON:** Amy Armstrong,

**TYPE:** Consent Agenda

REQUEST	Approve the Refund and Release Report for May 2023.
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">May Personal Property Abatement Report.pdf</a> <a href="#">RELEASE CODES SPREADSHEET.xls</a> <a href="#">Gen Statute 105.docx</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Refund and Release Report for May 2023.
SUMMARY	

This is a summary report of all refunds and/or releases processed during May 2023 for Personal and/or Real property bills. \*\*Due to software issues, Value totals could not be pulled from Munis. Levy amounts have been balanced; however, values cannot be guaranteed accurate until the software issue is resolved and totals can be verified.



May Personal Property Abatement Report

Lee County, NC  
 From: 5/1/2023  
 To: 5/31/2023

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
<b>2022</b>									
<b>Release</b>									
HUNTINGTON NATIONAL BANK	\$150,670.00	\$1,099.89	\$109.99	\$0.00	\$0.00	\$120.54	\$12.05	\$1,342.47	T-12
RIOS, URIEL BRIAN	\$1,000.00	\$7.30	\$0.73	\$0.00	\$0.00	\$0.80	\$0.08	\$8.91	T-3
HERNANDEZ, ENEYDA	\$1,660.00	\$12.12	\$1.21	\$0.00	\$0.00	\$1.59	\$0.16	\$15.08	T-3
<b>Release Totals:</b>	<b>\$153,330.00</b>	<b>\$1,119.31</b>	<b>\$111.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122.93</b>	<b>\$12.29</b>	<b>\$1,366.46</b>	
<b>2021</b>									
<b>Release</b>									
RIOS, URIEL BRIAN	\$1,000.00	\$7.60	\$0.76	\$0.00	\$0.00	\$0.80	\$0.08	\$9.24	T-3
<b>Release Totals:</b>	<b>\$1,000.00</b>	<b>\$7.60</b>	<b>\$0.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.80</b>	<b>\$0.08</b>	<b>\$9.24</b>	
<b>2020</b>									
<b>Release</b>									
RIOS, URIEL BRIAN	\$1,000.00	\$7.75	\$0.78	\$0.00	\$0.00	\$0.80	\$0.08	\$9.41	T-3
<b>Release Totals:</b>	<b>\$1,000.00</b>	<b>\$7.75</b>	<b>\$0.78</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.80</b>	<b>\$0.08</b>	<b>\$9.41</b>	

RELEASE CODE DESCRIPTIONS

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

**§ 105-381. Taxpayer's remedies.**

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

- (1) For the purpose of this subsection, a valid defense shall include the following:
  - a. A tax imposed through clerical error;
  - b. An illegal tax;
  - c. A tax levied for an illegal purpose.
- (2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.
- (3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

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



ITEM #: II.C

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Resolution Declaring Ten (10) Vehicles as Surplus Property

**DEPARTMENT:** General Services

**CONTACT PERSON:** Nancy Veroni, General Services Administrative Officer

**TYPE:** Consent Agenda

REQUEST	Approve the resolution designating ten (10) vehicles as surplus property.
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">Surplus_Property_Resolution_and_Advertisement_6.19.23 (3).docx</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the resolution designating ten (10) vehicles as surplus property
SUMMARY	

Attached are ten (10) vehicles to be declared as surplus property. Once the vehicles are declared surplus, the County will auction them, and sell the vehicles through GovDeals.com. This agency will conduct an online auction of the vehicles. Once approved, the County will advertise the vehicles to be auctioned on the Lee County website. The date and time will be determined in conjunction with GovDeals.com.



RESOLUTION DECLARING PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF  
CERTAIN PERSONAL PROPERTY BY THE METHOD KNOWN AS: "GOVDEALS"

WHEREAS, the Lee County Board of Commissioners desires to declare certain government owned personal property as surplus in accordance with the North Carolina General Statutes; and

WHEREAS, the Lee County Board of Commissioners hereby declares the following described property as surplus to its needs:

ITEM NAME	ASSET NO.	DESCRIPTION
Vehicle	12596	2015 Dodge Charger
Vehicle	12529	2015 Dodge Charger
Vehicle	10398	2008 Ford Explorer
Vehicle	12533	2015 Dodge Charger
Vehicle	12531	2015 Dodge Charger
Vehicle	11543	2013 Dodge Charger
Vehicle	11318	2012 Ford Explorer
Vehicle	13156	2008 Honda Accord
Vehicle	8407	2001 Ford Crown Vic
Vehicle	8386	2001 Dodge Stratus

WHEREAS, North Carolina General Statute § 160A-270 and § 153A-176 allows the County to dispose of personal property belonging to the County, subject to limitations and according to procedures prescribed therein, by public auction.

NOW, THEREFORE, BE IT RESOLVED, by the Lee County Board of Commissioners declares the personal property as surplus and authorizes the following:

1. The County Manager or his/her designee is authorized to receive bids on behalf of the Lee County Board of Commissioners via GovDeals.com for the purchase of the above described property. GovDeals.com is an online platform which conducts public auctions through electronic means.
2. GovDeals.com will begin the sale of the described properties on or about June 30, 2023, and will continue until the described properties are sold. The terms of the sale shall be that the property is sold in its current condition, as is, with no warranty with respect to usability of the property and subject to all terms and conditions of GovDeals.com. The county reserves the right to

delete/remove from the auction or “no sale” the property. The buyer will pay the full amount before the conclusion of the auction and failure to make payment on the day of the auction cancels the buyer’s bid. As one part of the collection/payment process, the buyer must pay a 12.50% Buyers Premium to GovDeals.

3. Bids must be submitted to the GovDeals.com platform, found at [www.govdeals.com](http://www.govdeals.com).
4. The Board of Commissioners authorizes the Clerk to the Board to provide an electronic-only public notice via the County’s website of the electronic public auction in accordance with North Carolina General Statute § 160A-270.
5. Notice shall be published on the County’s website at least 10 days prior to the auction of the property.
6. The highest bid, if it complies with the terms of the sale, may be accepted by the County Manager or his/her designee.

Adopted this \_\_\_ day of \_\_\_\_\_, 2023.

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Kirk D. Smith, Chairman

ATTEST:

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Hailey Hall, Clerk to the Board

**ELECTRONIC PUBLIC AUCTION  
LEE COUNTY SURPLUS PROPERTY**

Pursuant to a Resolution adopted by the Lee County Board of Commissioners on June 19, 2023, an electronic public auction will be held in order to dispose of the following surplus property:

ITEM NAME	ASSET NO.	DESCRIPTION
Vehicle	12596	2015 Dodge Charger
Vehicle	12529	2015 Dodge Charger
Vehicle	10398	2008 Ford Explorer
Vehicle	12533	2015 Dodge Charger
Vehicle	12531	2015 Dodge Charger
Vehicle	11543	2013 Dodge Charger
Vehicle	11318	2012 Ford Explorer
Vehicle	13156	2008 Honda Accord
Vehicle	8407	2001 Ford Crown Vic
Vehicle	8386	2001 Dodge Stratus

The electronic bidding for the property detailed above will begin at 8:00 a.m. on June 30, 2023, and the auction will be conducted by GovDeals. Bids must be submitted by means of the GovDeals.com platform. Detailed information about the surplus property as well as a full listing of the terms and conditions of the sale can be found at [www.govdeals.com](http://www.govdeals.com).

The property is offered for sale “AS IS, WHERE IS.” The county makes no warranty, guaranty, or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The county reserves the right to delete/remove from the auction or “NO SALE” the property.

The county has elected to utilize GovDeals financial settlement services. GovDeals collects all proceeds from the buyer. As one part of the collection/payment process, the winning bidder must pay a **12.50%** Buyers Premium to GovDeals.

Beginning at 8:00 a.m. on June 30, 2023, visit [www.govdeals.com](http://www.govdeals.com) to participate in the electronic public auction. At the GovDeals website, bidders can submit one or more bids, obtain additional

information about the property, and review all of the terms and conditions of the sale. Additional inquiries may be directed to Robert Walters with the Lee County General Services Department at [rwalters@leecountync.gov](mailto:rwalters@leecountync.gov).



**ITEM #: II.D**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Purchase Order for COLTS Vans Purchase

**DEPARTMENT:** Senior Services

**CONTACT PERSON:** Debbie Davidson, Senior Services Director

**TYPE:** Consent Agenda

REQUEST	Approve Purchase Order for two Vans for the County of Lee Transit System.
BUDGET IMPACT	\$18,934.16 - 10% Local Match required - Funds are budgeted in the FY 23 COLTS Capital budget line item Total Cost - \$189,341.60
ATTACHMENTS	<a href="#">FY 2023 COLTS NCDOT REVISED CAPITAL APPVD ORIG APPL.pdf</a> <a href="#">FY 2023 revised COLTS repl veh order forms May 31 2023.pdf</a>
PRIOR BOARD ACTION	NC DOT Capital Application Approval September 2021
RECOMMENDATION	Approve Purchase Order for two Vans for the County of Lee Transit System.

**SUMMARY**

NCDOT has authorized two replacement vehicles for the COLTS Operation for FY 23. These vans were eligible for replacement due to reaching 100,000 miles as of June 30, 2021. Due to the vehicle shortages and the fact that vehicle procurement cost wasn't agreed upon between the dealers and NC DOT until April 2023, COLTS was authorized to prepare the order forms as of May 2023. Vehicle delivery will be at least 6 months. Purchase Cost - One Mid Roof Ford Transit Van with Lift - \$98,601.88 and One 13 Passenger Van - No Lift - \$90,739.72

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

COUNTY OF LEE

NONURBANIZED AREA PUBLIC TRANSPORTATION SUPPLEMENTAL  
AGREEMENT FOR

**BUS AND BUS FACILITY GRANT PROGRAM**

*Federal Award Identification*

**Agreement Number: 2000062211**

**NCDOT Project Number: 23-39-061-01**

**Approved Indirect Cost**

**Rate: N/A**

**FAIN Number(s): NC-2022-033-00**

**CFDA Number: 20.526**

**Unique Entity Identifier  
Number: F6A8UC99JWJ5**

**Total Amount of Award  
(Federal): \$212,082**

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**THIS SUPPLEMENTAL AGREEMENT** entered into this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_ 20\_\_\_\_ by and between **COUNTY OF LEE** (hereinafter referred to as the "Contractor"),  
and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to  
as the "Department"), witnesseth that:

WHEREAS, the Contractor heretofore entered into an agreement with the Department to  
implement, carry out capital projects funded with Federal Transit Administration 5339 grant  
program funds administered by the State: and

WHEREAS, the said agreement dated **August 8, 2022** sets forth the purpose of the  
Agreement and the public transportation capital projects and services as described in the  
project application (hereinafter referred to as "Project") properly prepared, endorsed, approved,

and transmitted by the Contractor to the Department, and states the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or amend the agreement when there is a change in project circumstances or information causing an inconsistency with the terms of the Agreement and requires said agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project Agreement to correct language in Section 3: Period of Performance and Section 5 Project Implementation.

NOW THEREFORE, in consideration that the Department has determined that the Agreement be revised as follows:

**That language appearing in Section 3 of the agreement and reading as follows:**

**3. Period of Performance:**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2024** Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**That language appearing in Section 5 of the agreement and reading as follows:**

**Section 5. Project Implementation.**

b. Cost of Project. The total cost of the Project approved by the Department is **ONE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS (\$135,367)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

<b>CAPITAL WBS</b>	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
44637.53.2.3	\$ 135,367	\$ 108,293	\$13,536	\$13,538
Agreement #: 2000062211				
<b>Project Total</b>	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$ 135,367	\$ 108,293	\$ 13,536	\$ 13,538

*Original Approved*

*Original Approved*

**Be, and hereby amended and revised to read as follows:**

Section 3. Period of Performance.

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2025.**

Section 5. Project Implementation.

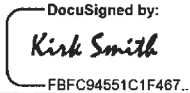
b. Cost of Project. The Project Capital budget is increased by \$76,715 to provide additional funding for the purchase of vehicles due to the increase in price. The project budget is amended as follows: Federal: \$169,665, State: \$28,879, Local: \$13,538.

c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department as **TWO HUNDRED TWELVE THOUSAND EIGHTY-TWO DOLLARS (\$212,082)** The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (13.62%)	Capital Local (6.38%)
44637.53.2.3	\$212,082	\$ 169,665	\$28,879	\$13,538
Agreement #: 2000062211				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$212,082	\$169,665	\$28,879	\$13,538

IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **COUNTY OF LEE**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated **August 8, 2022**.

**COUNTY OF LEE**

BY:   
FBFC94551C1F467...  
TITLE: CHAIRPERSON

ATTEST:   
DEB42F4EA08A4BB...  
TITLE: Administrative & Marketing Specialist

(SEAL)

**NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_  
TITLE: DEPUTY SECRETARY FOR MULTI-MODAL  
TRANSPORTATION

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

*Revised Approved*

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
PROJECT NUMBER: 23-39-061-01  
APPROVED BUDGET SUMMARY  
EFFECTIVE DATE MARCH 1, 2023

PROJECT SPONSOR: COUNTY OF LEE  
PROJECT DESCRIPTION: FY23 BUS AND BUS FACILITY PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5330 - CAPITAL 44637.53.2.3 \$212,082  
PERIOD OF PERFORMANCE JULY 1, 2022 THRU JUNE 30, 2025

II. TOTAL PROJECT FUNDING

BUS-ROLLING STOCK		TOTAL	FEDERAL	STATE	LOCAL
CAPITAL -	44637.53.2.3	100%	80%	13.62%	6.38%
AGREEMENT #	2000062211	\$212,082	\$169,665	\$28,879	\$13,538
<b>TOTAL BUDGET</b>		<b>\$212,082</b>	<b>\$169,665</b>	<b>\$28,879</b>	<b>\$13,538</b>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET

PROJECT: 23-39-061-01  
SPONSOR: COUNTY OF LEE  
WBS: 44637.53.2.3

*Original  
Approved*

<u>DEPARTMENT 5330 -CAPITAL BUS-ROLLING STOCK</u>		
<u>TITLE</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>
G543	20Ft Light Trans Veh. Rpl	\$64,200
G548	Lift-Equip Conver Van Rpl	\$70,085
G591	Veh Lettering/Logos	\$1,082
<b>TOTAL CAPITAL</b>		<b>\$ 135,367</b>



ITEMS APPROVED AND ACTION TAKEN BY THE  
LEE COUNTY BOARD OF COMMISSIONERS

SEPTEMBER 21, 2021

**FOR IMMEDIATE RELEASE**

Contact: Jennifer Gamble, Clerk  
Lee County Board of Commissioners  
919-718-4605, Ext. 5507  
jgamble@leecountync.gov

The Lee County Board of Commissioners Meeting in regular session on September 20, 2021 took action on the following matters:

The following items were approved on the **CONSENT AGENDA**:

- A. Vehicle Purchase Order for COLTS Replacement Vehicles
- B. Use of Medicaid Cost Settlement Funds in the amount of \$7,538
- C. Items donated to the Animal Shelter
- D. **FY 2023 Community Transportation Program Section 5311 Grant Approval**
- E. Refund and Release Report for August 2021
- F. Appointment of Simone Ross, Mary Matthews, and Christopher McLean to the Juvenile Crime Prevention Council
- G. Approval of Budget Amendment # 09/20/21/05
- H. Minutes from the September 8, 2021 Board of Commissioners Meeting
- I. Minutes from the September 8 Closed Session
- J. Service Contract for Commercial and Industrial Vendor for 2023 Reappraisal
- K. Rural Operating Assistance Program Grant Application

**PUBLIC COMMENTS:** Pursuant to N.C. General Statute 153A-52.1, the floor was opened for *Public Comments*. The following individual submitted a public comment via e-mail:

- Melissa Nance, 4293 S. Plank Road, Sanford, NC (Experience 180)
- Crystal Bennett, [crystal.bennett@ncdps.gov](mailto:crystal.bennett@ncdps.gov) (JCPC)
- Alexandria Rye, [avrye17@gmail.com](mailto:avrye17@gmail.com) (Experience 180)
- Sandra Lemus, 520 Midland Avenue (Experience 180)
- Paul Tate, 705 Chatham Street, Sanford, NC (Experience 180)
- Sonia Dickens, 1100 East Street, Sanford, NC (Experience 180)
- Elouise Headen, 35 Quiet Country Lane, Sanford, NC (Experience 180)
- Barry McCormick, 35 Quiet Country Lane, Sanford, NC (Experience 180)
- Patricia Hayes, 2902 Green Briar Drive (Experience 180)
- Brian Faust, 271 Pittsboro Street (JCPC)

## **OLD BUSINESS**

- Adopted Resolution in Recognition of the Lee County Finance Department for Receiving the Certificate of Achievement for Excellence in Financial Reporting
- Accepted additional funds for the 361 ELC Reopening Schools SH Liaison Agreement Addenda
- Approved franchise agreement with FirstHealth of the Carolinas for EMS services for five years
- Approved Lease of 1218 Central Drive to FirstHealth of the Carolinas
- Adopted Grant Project Ordinance for Coronavirus State and Local Fiscal Recovery Funds
- Approved motion to take proposed redistricting Plan A and Plan E to public hearing on October 4<sup>th</sup>, 2021

## **NEW BUSINESS**

- Tabled Sandhills Center Resolution by Counties to Expand Board of Directors
- Approved Vines Architecture for Lee County Project 4841-01-21 Lee County Library Design and authorize the Chairman to sign the contract once it is available.
- Reduced late list penalty for Bharat Forge from \$15,215.08 to \$5,000
- Assessed late list penalty of \$10,019.21 to Coty and reduced late list penalty from \$5,335.55 to \$5,000 for HFC Prestige Products
- Approved Resolution Authorizing the Donation of Property Located at 225 S. Steele Street in the City of Sanford to Johnston Lee Harnett Community Action

###

**FY23 CTP REPLACEMENT CAPITAL  
2023 20 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM  
COACH & EQUIPMENT METAL BODY**

Send to: Interstate Transportation Sales & Service, Inc.  
1321 W. Fairfield Rd, Ste 109  
High Point, N.C. 27263  
336-803-3111

FAX: 336-431-6114

ATTN: Ken McDowell

email: [krmcdowell@northstate.net](mailto:krmcdowell@northstate.net)

Re: NCDOT Agency Specific Contract 54-SG-05062022  
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:

Project No. (Example 23-CT-00): **23-39-061-01**

Order Date: **5/26/2023**  
(date order placed with vendor)

From: **County of Lee**  
**408 Summit Drive, Sanford NC, 27330**  
(grant applicant/recipient)

Contact: **Debbie Davidson**

e-mail: [ddavidson@leecountync.gov](mailto:ddavidson@leecountync.gov)

**(919) 776 - 0501**  
(phone number)

**(919) 774 - 7593**  
(FAX number)

**VEHICLE ORDER**

**Base vehicle price:**

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
1	A-1	NO LIFT - 13 Passenger Plan	\$ 89,641.22	\$ 89,641.22
0	A-2	Lift - 2 rear wc station-plan	\$ 97,317.53	\$ -
<b>Options-Itemized</b>			<b>SUBTOTAL OF BASIC LTVs</b>	<b>\$ 89,641.22</b>
0	1	Lettering	\$ 225.00	\$ -
0	2	Logo -labor only	\$ 145.00 ea./logo	\$ -
1	3	Auxilliary Round Red Brake Lights	\$541.30	\$ 541.30
1	4	Auxiliary Amber Strobe at Rear Door	\$557.20	\$ 557.20
0	6	Diamond Donation Farebox, sm.8"x8"x8"	\$ 338.83	\$ -
0	7	Passenger touch tape stop request	\$ 1,112.00	\$ -
0	8	Panasonic P.A. System w/ AM/FM/CD	\$ 750.00	\$ -
0	9	Telma Brake Retarder	\$ 12,278.00 *	\$ -
<b>Other Options (those over budget are at local cost only)</b>			<b>SUBTOTAL w/ PARTICIPATING OPTIONS</b>	<b>\$ 90,739.72</b>
0	10		\$ -	\$ -
0	11		\$ -	\$ -
0	12		\$ -	\$ -
0	13		\$ -	\$ -
0	14		\$ -	\$ -
			<b>GRAND TOTAL</b>	<b>\$ 90,739.72</b>

\*available to systems in the mountain areas; must have enough in budget to cover cost  
\*\* you must have budgeted for this in your application to order this item.

**EXTERIOR COLOR:** The basic body of the Coach & Equipment Phoenix is white.

**INTERIOR SEATING SELECTION:** **Predictions Claret** CODE: **607**

\*Seat coverings are listed after options on page 4

Lettering information: \_\_\_\_\_  
(System Name & Phone No.)

Color and Style of 6" lettering: \_\_\_\_\_

Striping/Tu-Tone information:      Striping (1 code):      Tu-Tone (2 codes):      #1:      #2:

Vehicle to be titled to: County of Lee  
408 Summit Drive  
Sanford NC 27330

**Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).**

**20 FT. LTV - METAL BODY  
SPECIFICATION AND PRICING INFORMATION**

**Chassis:**

2024 Ford E-350 cutaway chassis with 7.3L, V-8 gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

**Body:**

Coach & Equipment Phoenix has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

**Wheelchair lift** (meets all requirements of the American with Disabilities Act and the FMVSS):

**Braun Century NCL1000(F)IB3454HB-2**, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

**Warranty:**

- Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)
- Power Train - 5 years/60,000 miles (Ford)
- Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
- Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)
- Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)
- Air Conditioning (add on unit) - 24 months (ProAir ACT System )
- Tire Warranty - 50,000 miles
- Wheelchair lift - 5 years Limited Warranty (Braun)

**DELIVERY: Approximately 120 days from receipt of chassis**

**TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).**

**FY- 23 CTP REPLACEMENT CAPITAL  
2023 FORD RAISED ROOF LIFT VAN ORDER FORM**

Send to: Interstate Transportation Sales & Service, Inc.  
1321 W. Fairfield Rd, Ste 109  
High Point, N.C. 27263  
336-803-3111

FAX: 336-431-6114

ATTN: Ken McDowell

email: [kmcdowell@northstate.net](mailto:kmcdowell@northstate.net)

Re: NCDOT Agency Specific Contract 54-SG-05062022  
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:   
Order Date: 5/26/2023  
(date order placed with vendor)

Project Code (Example 23-CT-00): 23-39-061-01

From: County of Lee  
408 Summit Drive, Sanford NC 27330  
(grant applicant/recipient)  
(919) 776 - 0501 (919) 774 - 7593  
(phone number) (FAX number)

Contact: Debbie Davidson  
e-mail: davidson@leecountync.gov

**VEHICLE ORDER**

Base Vehicle Cost				
Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	1	Mid-Roof Ford Transit X2C <small>All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step &amp; grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. <b>BASE UNIT DOES NOT INCLUDE W/C LIFT. PLEASE SEE OPTIONAL FLOOR PLANS 1 &amp; 2</b></small>	\$ 79,687.26	\$ -
1	4	High-Top Ford Transit U4X <small>All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step &amp; grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. <b>BASE UNIT DOES NOT INCLUDE W/C LIFT. PLEASE SEE OPTIONAL FLOOR PLANS 3 &amp; 4</b></small>	\$ 80,907.73	\$ 80,907.73

Other Options (those over budget are at local cost only)				
Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	Lettering	\$ 350.00	\$ -
0	6	Logo Application - Labor only	\$ 200.00	\$ -
0	7	Auxiliary Round Red Brake Lights (2)	\$ 280.00	\$ -
0	8	Auxiliary Red Strobe at Rear Door	\$ 250.00	\$ -
0	9	Transit PA System (to include amplifier, handheld microphone with 4 speakers)	\$ 750.00	\$ -
1	10	Transit Door System (high top only)	\$ 11,935.28	\$ 11,935.28
0	11	Donation Farebox	\$ 650.00	\$ -
0	12	Mid-roof Optional Floor Plan #1 (see diagram 2)	\$ 2,056.17	\$ -
0	13	Mid-roof Optional Floor Plan #2 (see diagram 3)	\$ 5,045.38	\$ -
0	14	High-top Optional Floor Plan #3 (See Diagram 5)	\$ 782.46	\$ -
1	15	High-top Optional Floor Plan #4 (See Diagram 6)	\$ 5,108.87	\$ 5,108.87
1	16	Red LED Strobe Lights at each side of center brake light	\$ 650.00	\$ 650.00
0	17		\$ -	\$ -
0	18		\$ -	\$ -
<b>GRAND TOTAL</b>				<b>\$ 98,601.88</b>

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: \_\_\_\_\_ System Name & Phone No.

Color and Style of 6" lettering: \_\_\_\_\_

Striping information: \_\_\_\_\_

Vehicle to be titled to: County of Lee  
408 Summit Drive  
Sanford NC 27330

**VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED**

**Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).**

**STANDARD SPECIFICATIONS (please reach out to vendor directly for more detailed information)**

**Ford Transit X2C**  
3.5 L PRDI V6 Gas Engine; 9,400 GVWR; 148" wheelbase; medium roof; 10 speed automatic transmission; 235/65R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

**Ford Transit U4X**  
3.5 L PRDI V6 Gas Engine; 10,360 GVWR; 148" wheelbase; high roof; 10 speed automatic transmission; 195/75R16C BSW tires; Back-up alarm; Cruise control; Running boards; 25 gallon fuel tank

**WARRANTIES**  
Manufacturer's OEM standard warranty of three (3) years/36,000 miles shall apply.  
Powertrain Limited Warranty of five (5) Years/60,000 miles covering engine, transmission, and driveline shall apply.  
Manufacturer's OEM standard warranty of five (5) years/unlimited miles for corrosion shall apply.  
Alterer's standard warranty shall apply.

Wheelchair/mobility Aid Lift and related components shall have a limited warranty of five (5) years.

The air conditioning system and related components that are not a part of the chassis or body shall have a minimum warranty of two (2) years.

The tires shall have a warranty with a minimum of 50,000 miles on tread life.

Rustproofing system and rust protection warranty standard to the rustproofing industry for a minimum of five (5) years. The rustproofing shall be completed prior to the application of undercoating material.

DELIVERY: 2023 Ford vans should be delivered in approximately 120 - 150 days after receipt of purchase order.

[Redacted]

\_\_\_\_\_  
\_\_\_\_\_

[Redacted]

\_\_\_\_\_



ITEM #: II.E

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Minutes from the June 5, 2023 Regular Meeting

**DEPARTMENT:** Administration

**CONTACT PERSON:** Hailey Hall,

**TYPE:** Action Item

REQUEST	Approve the Minutes from the June 5, 2023 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">BOC_Regular_Meeting_Minutes_6-5-2023.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the Minutes from the June 5, 2023 Regular Meeting.
SUMMARY	

A draft of the minutes from the June 5, 2023 regular meeting are attached for the Board's review and approval. For questions, contact the Clerk to the Board at [hhall@leecountync.gov](mailto:hhall@leecountync.gov).



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

**June 5, 2023**

## **MINUTES**

---

### **Roll Call**

Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

### **CALL TO ORDER**

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

### **INVOCATION**

Commissioner Bill Carver led the Board in an invocation and the Pledge of Allegiance.

### **PLEDGE OF ALLEGIANCE**

#### **I. ADDITIONAL AGENDA**

*Commissioner Robert Reives asked to add items V.A Approval of Personnel Policies for Lee County for Consistency for the CHSA and VI.D Piner Appraisal, Inc. - Addendum to Contract to the Consent Agenda.*

**Motion: Motion to approve the Agenda as amended.**

Mover: Robert Reives

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

Motion Result: Passed

#### **II. APPROVAL OF CONSENT AGENDA**

**Motion: Motion to approve the Consent Agenda as amended.**

Mover: Cameron Sharpe

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

Motion Result: Passed

**Motion: Motion to recuse Commissioner Cameron Sharpe from the vote on the Contract for Planning Services due to a conflict of interest.**

Mover: Robert Reives

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

Motion Result: Passed

**Motion: Motion to approve the Contract for Planning Services.**

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Abstain: 1 - Cameron Sharpe

Motion Result: Passed

II.A Approve Disposition of Farrell Road

[Farrell Road Final Resolution Packet.pdf](#)

[1609 Farrell Road Closing Statement.docx](#)

II.B Microsoft and Tyler Technology Support and Licensing 2023-2024

II.C LSTA 2022-2023 Leap into Science Grant for Lee County

Libraries [Please\\_DocuSign\\_2022\\_-\\_2023\\_LSTA\\_-\\_Leap\\_into.pdf](#)

II.D North Carolina Alliance of Public Health Agencies Contract

(NCAPHA) [NCAPHA Staffing Contract 2023-2024.docx](#)

II.E Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department

[SNIF Nurse MOA FY24.rtf](#)

II.F Request to accept additional State funds for FY 23-24 in the amount of \$256,360 [117 FY24 Lee .pdf](#)

II.G Lee County Health Department FY 23-24 Proposed Environmental Health Fee Increases

[EH FY 23-24 Proposed Fees.pdf](#)

II.H Rural Health Care Coordination Program Grant FY2023

[HRSA Grant Info.pdf](#)

II.I Renewal of the Lee County Libraries NC Cardinal Contract for 2023-2024 [LEE\\_23-24 Estimate.pdf](#)

[2021-22 NC Cardinal MOA.pdf](#)

[NC\\_Cardinal\\_Memorandum\\_of\\_Agreement\\_for\\_FY202.pdf](#)

II.J Approval of Budget Amendments #06/05/23/16

[6-05-23.pdf](#)

II.K Contract for Administration of Grant for the 2023 Sanford/Lee County Home Repair Program Between Lee County and the City of Sanford  
[Urgent Repair Project Contract 5.11.23.docx](#)

II.L Minutes from the May 15, 2023 Regular Meeting  
[BOC Regular Meeting Minutes\\_5-15-23\\_final.docx](#)

II.M Minutes from the May 19, 2023 Budget Work Session  
[BOC Budget Work Session Minutes\\_5-19-23\\_final.docx](#)

II.N May 19, 2023 Closed Sessions Minutes

II.O Property and Liability Insurance Renewal Quote  
[PL Renewal Quote 2023-2024.pdf](#)

II.P Workers' Compensation Insurance Renewal Quote  
[WC Renewal Quote 2023-2024.pdf](#)

II.Q Recommended Lee County Transportation Projects for Scoring for the NCDOT STIP for 2026-2035  
[Final Lee County Transportation List Recommendation from LCTC to TARPO.xlsx](#)

II.R Consideration of Request for a Utility Easement for the Triangle Innovation Point Water and Sewer Improvement Project  
[Lee County Easement doc - COS - Colon Rd.doc G22083\\_FNI-L37\\_T000\\_230223.pdf](#)

II.S) Approval of Personnel Policies for Lee County for Consistency for the CHSA  
*Moved from Old Business.*

II.T) Piner Appraisal, Inc - Addendum  
*Moved from New Business.*

### III. PUBLIC HEARINGS

III.A Public Hearing for FY 2023-2024 Budget  
*Chairman Kirk Smith opened the public hearing at 6:06 p.m.*

*The following individuals spoke in opposition:*

- Allen Rummel, 1001 Northview Drive - speaking as a resident (against)
- David Smoak, 96 Northridge Trail (against)

*No one spoke in favor.*

*Chairman Smith closed the public hearing at 6:15 p.m.*  
[5. Budget Summary Exhibit 1 pg 33-37.pdf](#)

*Commissioner Bill Carver asked the Board to reconsider the Lee County Schools supplement bridge request and moved to amend the budget to accommodate the request by raising the tax rate a penny. Commissioner Robert Reives asked if Commissioner Carver or the Board of Education had contacted the General Assembly about this request. Commissioner Carver said he spoke to Senator Jim Burgin, but feels the current proposals fall short. Commissioner Carver requested a hand vote for his motion. Commissioner Cameron Sharpe asked to make a point of privilege, and noted Commissioner Carver had the opportunity to grant the Board of Education's request for the past two years and did not. Commissioner Carver said he wasn't in favor of the request before because the Commissioners weren't seeing the results they wanted from the school district and now feels this has changed.*

[2023-2024 Budget Ordinance Finalv5.pdf](#)

**Motion: Motion to wave Board policy rules on voting at the conclusion of the public hearing and vote on the 2023-2024 Budget.**

Mover: Dr. Andre Knecht

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

Motion Result: Passed

**Motion: Motion to amend the 2023-2024 Budget to accommodate the Lee County Schools supplemental bridge request by raising the tax rate a penny.**

Mover: Bill Carver

For: 1 - Bill Carver

Against: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

Motion Result: Failed

**Motion: Motion to approve the FY 2023-2024 Budget.**

Mover: Robert Reives

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

Motion Result: Passed

### III.B Public Hearing on the Capital Improvements Program (CIP) for FY 2024-2028

*Chairman Kirk Smith opened the public hearing at 6:16 p.m.*

*The following spoke on the Capital Improvements Program:*

*- Tommy O'Rourke, 6213 Mockingbird Lane (supportive of Southern Lee High Auditorium request)*

*- Alan Rummel, 1001 Northview Drive - speaking as a parent (Southern Lee High Auditorium request)*

*- Sherry Lynn Womack, 1615 Boone Trail Road (Southern Lee High Auditorium request)*

*Chairman Smith closed the public hearing at 6:26 p.m.*

*Chairman Smith asked for the following to be entered into the record:*

*"We do have the Southern Lee High School auditorium and six classrooms on our Capital Improvement Plan for next year, and I would ask this Board to seriously consider, as we move closer to that timeframe, that we move forward, with the*

*manager's and assistant managers' help, planning for the funding and carrying on putting forth together both the auditoriums at Southern Lee and Lee Senior."*

*Commissioner Robert Reives asked if Chairman Smith was referring only to the architectural designs. Chairman Smith said he was referring to the entirety of the two projects Southern Lee and Lee County High Schools within the CIP. County Manager Lisa Minter said both projects have been moved up to FY 2025 within the recommended CIP and she has proposed using lottery funds, specifically \$1.5 million per project. Mrs. Minter believes that based on what the County is seeing in the amount of time the design phase is taking on the new library and multi-sports complex projects, that the Board of Education should consider using lottery funds for the design portion. Mrs. Minter spoke with Davenport on the Southern Lee project and determined the County could do a financing in the fall of 2024 with little tax impact to the County. Using lottery funds requires both the Board of Commissioners and the Board of Education's approval. Mrs. Minter said it was likely the County has the debt capacity to fund both projects, but she would need to confirm this with Davenport. The Commissioners and the Board of Education will both need to vote on the use of lottery funds for the preliminary plans and architectural designs. Ms. Minter said the Board of Education would have to come to the Commissioners with specific amounts for the architectural designs in their lottery funds requests.*

[9. Requested v Recommended Projects RECOMMENDED 2024-2028.pdf](#)

**Motion: Motion to use lottery funds to prepare the preliminary plans and designs for both the Southern Lee and Lee County High Schools auditorium construction and renovation requests, with Southern Lee taking priority.**

Mover: Robert Reives

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

Motion Result: Passed

Capital Improvements Program (CIP) FY 2024 - FY 2028

*Commissioner Robert Reives asked for explanation on \$6 million request from Emergency Management related to Viper radio the CIP. Ms. Minter explained that it is for a public safety radio system upgrade. She left it in the CIP for FY 2023-2024; however, the County will not act on it until staff receives more information and works with the City of Sanford on interoperability. Any project would have to come back to the Board for approval before it is funded.*

[FY24-28 CIP Adoption Resolution.pdf](#)

[Requested v Recommended Projects RECOMMENDED 2024-2028.pdf](#)

**Motion: Motion to wave Board policy rules on voting at the conclusion of the public hearing and vote on the Capital Improvements Program (CIP) FY 2024 - FY 2028.**

Mover: Taylor Vorbeck

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

Motion Result: Passed

**Motion: Motion to approve the Capital Improvements Program (CIP) FY 2024 - FY 2028.**

Mover: Robert Reives

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

#### IV. PUBLIC COMMENTS

- Kenneth Gilstrap, 1450 Bailey Thomas Road (expressed gratitude for not implementing the fire district flat tax)
- Gregory Spivey, 517 South Franklin Drive (expressed gratitude for not implementing the fire district flat tax)
- Chris Cox, 795 Thomas Kelly Road (expressed gratitude for not implementing the fire district flat tax and encouraged working together in the future)
- Chad Deal, 2448 Hickory House Road (expressed gratitude for not implementing the fire district flat tax and encouraged working together in the future)

#### **Motion: Motion to excuse Commissioner Taylor Vorbeck for her U10 softball team's championship game.**

Mover: Dr. Andre Knecht

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

Motion Result: Passed

*Commissioner Taylor Vorbeck left the meeting at 6:48 p.m.*

#### V. OLD BUSINESS

V.A Approval of Personnel Policies for Lee County for Consistency for the CHSA

*Moved to the Consent Agenda.*

[Old Policies with Revisions.pdf](#)

[Proposed New Policies](#)

[Folder.pdf](#)

V.B Appoint Consolidated Human Services Board Appointees

*County Attorney Whitney Parrish said when the Board voted to consolidate the Health Department and Social Services Department into one Consolidated Human Services Agency, a nominating committee was formed that was tasked with selecting members of the public who could serve on the Consolidated Human Services Agency Board. This committee met various times over the past few months and have vetted applications by members of the public who are willing to serve on the Board. The nominating committee was made up of members of the Lee County DSS Board, the Sandhills Board, and the Lee County Board of Health. The first CHSB meeting will be July 12 when the consolidation is effective. After this, the CHSB will receive rolling applications like our other boards and commissions. Commissioner Andre Knecht asked about orientation for this board. Ms. Parrish explained that new members will receive orientation and materials at the July 12 meeting, in which they will also adopt bylaws and set the meeting time, date, and venues.*

*The Board, with the exception of Commissioner Taylor Vorbeck, voted by ballot and appointed the following individuals:*

- Dr. Tripp Paderick
- Jeremy Thomas
- Dr. Diane Schaller
- Margaret Johnson
- Sophia Blount
- Dr. William Hall
- Alice Hooker
- William Pickard
- Paul Utley
- Cris Godwin
- Mary Hawley Oates
- Ophelia Livingston
- Elizabeth Gomez

[2023 Board Appointment Ballot.docx](#)

#### V.C Contract for Planning Services

*Discussed and voted on earlier in the meeting.*

[Final Contract Planning Services Revised.pdf](#)

## VI. NEW BUSINESS

#### VI.A Cove at Steel Bridge Preliminary Subdivision Plat

*Planner II Thomas Mierisch presented the Cove at Steel Bridge Preliminary Subdivision Plat to the Board. Moore HL Properties, Inc. is seeking approval of a preliminary plat for a major subdivision that would create a 29-lot residential development of single -family detached dwellings. The subject property has frontage on Steel Bridge Road and is located northeast of the Steel Bridge Road and Bridges Road intersection in southwestern Lee County. The subdivision will be served by public water, individual private septic systems, and public, NCDOT - maintained roads. The Planning Board met on May 15 and voted unanimously in favor of it. The developer did bring a request to rezone this site to Residential Single- Family (R- 20) was denied in 2022 and is now proposing a new design based on the standards of the existing Residential Restricted (RR) zoning district. NCDOT is not requiring the developer to include any turn lanes or other such requirements in regards to the roads.*

[01\(BINDER\)-Cove at Steel Bridge Subdivision.pdf](#)

**Motion: Motion to approve the Preliminary Subdivision Plat for Cove at Steel Bridge as presented.**

Mover: Cameron Sharpe

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

Absent: 1 - Taylor Vorbeck

Motion Result: Passed

#### VI.B Capital Improvements Program (CIP) FY 2024 - FY 2028

*Discussed and voted on earlier in the meeting.*

VI.C FY 2023-2024 Budget Ordinance  
*Discussed and voted on earlier in the meeting.*

VI.D Piner Appraisal, Inc - Addendum to Contract  
*Moved to the Consent Agenda.*  
[Piner Appraisal 9.2021.pdf](#)  
[Piner Appraisal Addendum to Contract 5.2023.pdf](#)

VI.E County Branding Presentation  
*NCACC/ICMA Management Fellow Ben McQueary presented the Lee County Branding presentation to the Board, a copy of which is attached and incorporated into these minutes.*  
**Motion: Motion to approve the recommended County Branding Guidelines.**  
Mover: Robert Reives  
For: 6 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick  
Absent: 1 - Taylor Vorbeck  
Motion Result: Passed

## **VII. MANAGERS REPORTS**

*County Manager Lisa Minter expressed her gratitude to the Board and to staff for their work on the budget.*

## **VIII. COMMISSIONERS' COMMENTS**

*Commissioner Reives asked for staff to look into the new mental health clinic opening in Fuquay this week.*

## **ADJOURN**

**Motion: Motion to adjourn. The Board adjourned at 7:19 p.m.**

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

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Kirk Smith, Chairman  
Lee County Board of Commissioners

ATTEST:

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Hailey Hall, Clerk to the Board



**ITEM #: II.F**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Senior Services Home and Community Care Block Grant FY 2024

**DEPARTMENT:** Senior Services

**CONTACT PERSON:** Melanie Rodgers,

**TYPE:** Consent Agenda

REQUEST	Approve the FY 2024 Home and Community Care Block Grant Application for Senior Services.
BUDGET IMPACT	\$464,605 in Grant Funding - Local Match \$51,622
ATTACHMENTS	<a href="#">FY 2024 HCCBG County Funding Plan Lee County.pdf</a> <a href="#">FY 2024 HCCBG Certification of Local Match Lee County.pdf</a> <a href="#">FY 2024 HCCBG Standard Assurances Lee County.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the FY 2024 Home and Community Care Block Grant Application for Senior Services.
SUMMARY	

The total proposed funds allocated from the Home and Community Care Block Grant for FY 2024 for Lee County Senior Services through Triangle J Area Agency on Aging is \$464,605, with a required local match of \$51,622. Funds are proposed to be used in the following services: General and Medical Transportation, Congregate and Home Delivered Meals, Information and Options Counseling, Senior Center Operations, and Minor Home Repair. Requesting that the approval of this application also approves other FY 2024 grant documents through the Triangle J Area Agency on Aging and the Home and Community Care Block Grant funding.

**Home and Community Care Block Grant for Older Adults**

DAAS-732

County: LEE

Budget Period: July 2023 through June 2024

Revision #: Date:

LEE COUNTY SENIOR SERVICES

**County Funding Plan**

1615 S. THIRD STREET

**Provider Services Summary**

SANFORD, NC 27330

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Transportation (General)		X	\$ 57,000	\$ -	\$ -	\$ 57,000	\$ 6,333	\$ 63,333	\$ -	\$ 63,333	4,953	\$ 12.7874	70	8,000
Transportation (Medical)		X	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ 333	\$ 3,333	\$ -	\$ 3,333	111	\$ 30.1200	70	1,000
Congregate Nutrition	X		\$ -	\$ -	\$ 74,000	\$ 74,000	\$ 8,222	\$ 82,222	\$ 13,944	\$ 96,166	5,912	\$ 13.9079	200	17,430
Home Delivered Meals	X		\$ -	\$ 37,000	\$ -	\$ 37,000	\$ 4,111	\$ 41,111	\$ 5,976	\$ 47,087	2,479	\$ 16.5841	70	7,470
Information & Case Assistance	X		\$ 61,000	\$ -	\$ -	\$ 61,000	\$ 6,778	\$ 67,778	\$ -	\$ 67,778	-	\$ -		-
Senior Center Operation	X		\$ -	\$ -	\$ 204,605	\$ 204,605	\$ 22,734	\$ 227,339	\$ -	\$ 227,339	-	\$ -		-
Housing & Home Improvement	X		\$ -	\$ -	\$ 28,000	\$ 28,000	\$ 3,111	\$ 31,111	\$ -	\$ 31,111	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
<b>Total</b>			\$ 121,000	\$ 37,000	\$ 306,605	\$ 464,605	\$ 51,622	\$ 516,227	\$ 19,920	\$ 536,147	13,454		410	33,900

Certification of required minimum local match availability.  
Required local match will be expended simultaneously with Block Grant Funding.

*Dorothy P. Daniels* 6-8-23  
Authorized Signature, Title Date  
Community Service Provider

Signature, County Finance Officer

Date

Signature, Chairman, Board of Commissioners

Date

# Area Agency on Aging

Triangle J Council of Governments

## CERTIFICATION OF REQUIRED MINIMUM LOCAL MATCH AVAILABILITY

Date: 6/8/2023

Fiscal Year: 2024

Agency: **Lee County Senior Services**

Service: **Home & Community Care Block Grant**

Itemization of Commitment:

### Required Local Match (total must agree to amount in the Funding Plan)

1. Cash of: \$51,622 \_\_\_\_\_ provided by: County of Lee  
Cash of: \_\_\_\_\_ provided by: \_\_\_\_\_  
Cash of: \_\_\_\_\_ provided by: \_\_\_\_\_  
Cash of: \_\_\_\_\_ provided by: \_\_\_\_\_
2. Total Local Match: \$51,622 \_\_\_\_\_

It is understood that funds committed as required minimum local match will be used to match the Home and Community Care Block Grant appropriation and will not be used to match any other federal or state funds during the contractual period.

**Print Name and Title:** Kirk D. Smith \_\_\_\_\_ Chair, Lee County Board of Commissioners \_\_\_\_\_

**Signature:** \_\_\_\_\_

July 2023 through June 2024

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

LEE COUNTY SENIOR SERVICES agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized “State Grant Certification of No Overdue Tax Debts.”
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

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(Authorized Signature)

(Date)



ITEM #: II.G

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Renewal of Lee County Health Insurance Plan

**DEPARTMENT:** Human Resources

**CONTACT PERSON:** Meta McCune, Human Resources Director

**TYPE:** Consent Agenda

REQUEST	Approval of the renewal of Health Insurance Benefits with BCBS. Approval of the 8% increase of the premium. Request the Board to authorize the Chair to sign the contract with BCBS for health insurance effective August 1, 2023. Approval of the wellness incentives for employees who participate in the County's Wellness Program. Approval of post-sixty-five retirees remaining on the Medicare Advantage Plan.
BUDGET IMPACT	Increase of 8% to overall cost of the County's BCBS Employee Health Plan.
ATTACHMENTS	<a href="#">Renewal Rates.pptx</a>
PRIOR BOARD ACTION	N/A

<p>RECOMMENDATION</p>	<p>Approve the renewal of the health insurance plan with Blue Cross and Blue Shield (BCBS) for the plan year 2023-2024.</p> <p>Authorize the Chair to sign the BCBS contract for health insurance effective August 1, 2023.</p> <p>Approve wellness incentives to employees who participate in the County's Wellness Program.</p> <p>Approve post sixty-five retirees to remain on the Medicare Advantage Plan.</p>
<p>SUMMARY</p>	

It is proposed that the current PPO and the HSA health insurance benefits remain with BCBS for 2023-2024. The renewal for 23-24 is an 8% increase. This is a good renewal. Looking at the current trends of our health plan, our numbers are beginning to trend lower. It is proposed that employees who participate in the County's Wellness Program continue to receive a monthly discount of \$25 on the employee's portion of the PPO premium. Currently 28 employees are enrolled in the PPO. The HSA is a high deductible health plan. Currently 336 employees are enrolled in the HSA plan. The employees must meet a deductible of \$1,500 prior to the plan paying for services. It is proposed that the current HSA plan remain the same with a \$1,000 contribution for employees who participate in the County Wellness Program, non-participants in the County's Wellness Program will receive a \$700 contribution. Pre-sixty-five retirees are enrolled in the HSA or PPO plans until age 65. Post sixty-five retirees are enrolled in a Medicare Advantage Plan.



# MEDICAL PLAN UPDATE

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2023 – 2024 Rates



March 29, 2023

# 2022 – 2023 Rates



			Self-funded							
			2022 - 2023 - PPO 1, 2, 3				2022 - 2023 - HSA - \$1,000			
	PPO	HSA	Includes Mark III	County Contribution	Employee Contribution	Premium	Includes Mark III	County	Employee Contribution	Premium
Employee Only	39	243	\$936.51	\$814.67	\$121.84	\$36,523.89	\$735.00	\$735.00	\$0.00	\$178,605.00
Employee and Children	2	59	\$1,601.47	\$970.90	\$630.57	\$3,202.95	\$927.00	\$735.00	\$192.00	\$54,693.00
Employee and Spouse	0						\$0.00	\$735.00	\$528.00	
Family	0	13	\$2,293.64	\$883.15	\$1,410.49	\$0.00	\$1,455.00	\$735.00	\$720.00	\$18,915.00
MAPD - Estimate	96		\$400.00		MAPD	\$38,400.00			\$1,000 HSA	\$26,248.95
	41	315	County	\$33,713.82		\$78,126.84	County	\$257,773.95		\$278,461.95
	356					\$937,522.08			Total	\$3,341,543.40
			County Both Plans	\$329,887.77					\$4,279,065.48	
			County Annual	\$3,958,653.27						
			County Total	\$3,958,653.27				Total	\$4,279,065.48	
			County Change	113.81%					\$1,001.65	
								Change	114.67%	

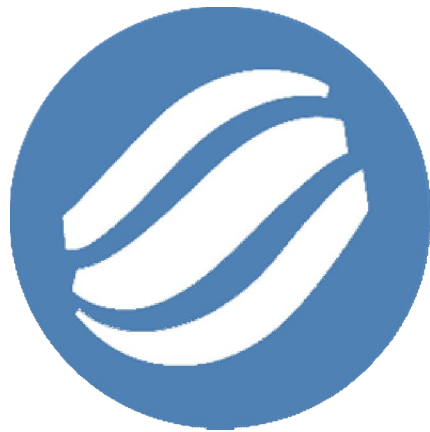
- For 2022 – 2023, the County transitioned to self-funding and the net budget expectation reduced the renewal to a 14.67% increase.

# 2023 – 2024 Rates



Self-funded										
	2023 - 2024 - PPO 1, 2, 3						2023 - 2024 - HSA - \$1,000			
	PPO	HSA	Includes Mark III	County Contribution - 10%	Employee Contribution	Premium	Includes Mark III	County Contribution - 10%	Employee Contribution	Premium
Employee Only	26	261	\$1,030.16	\$908.32	\$121.84	\$26,784.16	\$808.50	\$808.50	\$0.00	\$211,018.50
Employee and Children	2	61	\$1,761.62	\$1,131.05	\$630.57	\$3,523.24	\$1,000.50	\$808.50	\$192.00	\$61,030.50
Employee and Spouse	0	6					\$1,336.50	\$808.50	\$528.00	\$8,019.00
Family	0	8	\$2,523.01	\$1,112.52	\$1,410.49	\$0.00	\$1,528.50	\$808.50	\$720.00	\$12,228.00
MAPD - Actual	101		\$203.00		MAPD	\$20,503.00			\$1,000 HSA	\$27,998.88
	28	336	County	\$25,878.42		\$50,810.40	County	\$294,803.88		\$320,294.88
	364					\$609,724.80			Total Medical and MAPD	\$3,843,538.56
			County Both Plans	\$341,185.30					\$4,453,263.36	
			County Annual	\$4,094,223.60						
						\$30,307.40				\$320,294.88
			County Total	\$4,094,223.60		\$1,082.41		Total	\$4,453,263.36	\$953.26
			County Change	103.51%					\$1,019.52	
								Change	103.35%	
							Medical Plan Budget	\$963.19	\$350,602.28	

- For 2023 – 2024, the County the BCBSNC MAPD Renewal had a positive impact.
- We are suggesting an 8% increase for County funding and no change for employee funding.
- The net impact is only a 3.35% increase.



# Mark III

*Employee Benefits*



**ITEM #: II.H**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Empowering Lives Contract Renewal

**DEPARTMENT:** Social Services

**CONTACT PERSON:** Angelina Noel, Social Services Director

**TYPE:** Consent Agenda

REQUEST	To approve the renewal contract for FY23-24 with Empowering Lives Guardianship.
BUDGET IMPACT	The FY23-24 budget includes \$33,000 in expenditures and \$33,000 in estimated revenues.
ATTACHMENTS	<a href="#">FY23-24 Empowering Lives Contract</a>
PRIOR BOARD ACTION	FY 2023 renewal for \$33,000 was approved June 6, 2023 by the Board of Commissioners.
RECOMMENDATION	Approve to renew the contract with Empowering Lives Guardianship and Lee County Department of Social Services.
SUMMARY	

This is the renewal of a contract with Empowering Lives to provide monthly services for up to 10 of Lee County Social Services’s™ guardianship cases. Guardianship cases are those in need of supervision and there are no family members willing or able to accept that responsibility. If no other individual can be found to accept these responsibilities, they are assigned to Social Services by the courts. As part of Sandhills Center reinvestment funding back into our county, they are providing the funds that allow Social Services to contract for this service. The cases that Empowering Lives handles are those requiring the services unique to that particular client such as mental health treatment, restoring competency when appropriate, etc. This has been an arrangement that has benefited our agency as the administrative funding source for Social Services staff to provide this service is capped and underfunded with

increasing county costs. In addition, we feel the service from the contractor has been successful due to the criteria we use to select the cases filling the slots. Empowering Lives invoices the county monthly for services provided. Once payment is made, Lee County Social Services requests reimbursement from Sandhills Center. This contract is 100% funded by Sandhills Center. Funding and expenses to contract with Empowering Lives for Guardianship services remain the same as FY 22-23.

**Contract # 1023-24 Fiscal Year Begins July 1, 2023 Ends June 30, 2024**

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and Empowering Lives Guardianship Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 27-3721789 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
- (1) This contract
  - (2) The General Terms and Conditions (Attachment A)
  - (3) The Scope of Work, description of services, and rate (Attachment B)
  - (4) Combined Federal Certifications (Attachment C)
  - (5) Conflict of Interest Policy (Attachment D)
  - (6) No Overdue Taxes (Attachment E)
  - (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
  - (8) State Certification (Attachment M)
  - (9) Certification of Eligibility Under the Iran Divestment Act
  - (10) Attachment N - Non-Discrimination, Clean Air, Clean Water
  - (11) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written 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. **Effective Period:** This contract shall be effective on July 1, 2023 and shall terminate on June 30, 2024, This contract must be twelve months or less.
4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 33,000.00. This amount consists of \$ 0 in Federal funds (CFDA # \_\_\_\_\_), \$ 0 in State Funds, \$0 in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ \_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$ \_\_\_\_\_

6. **Reversion of Funds:**  
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angelina Noel, DSS Director	Name & Title	Angelina Noel, DSS Director
County	Lee	County	Lee
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27331
Telephone	919-718-4690 ext 5257		
Fax	919-718-4634		
Email	anoel@leecountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Stacey Skradski, Member Mgr.	Name & Title	Stacey Skradski, Member Mgr.
Company Name	Empowering Lives Guardianship	Company Name	Empowering Lives Guardianship
Mailing Address	2554 Lewisville Clemmons Rd., Suite 310	Street Address	2554 Lewisville Clemmons Rd., Suite 310
City State Zip	Clemmons, NC 27012	City State Zip	Clemmons, NC 27012
Telephone	336-714-9790 ext. 1001		
Fax	1-855-771-8948		
Email	stacey@empoweringlivesguardianship.com		

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract 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 Contractor's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the Contractor 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
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

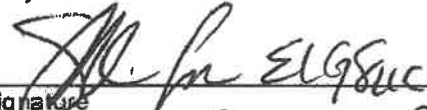
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Specific Language Not Previously Addressed:**

*( can be deleted if not needed)*

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

	6/8/2023
Signature	Date
Stacey Sarantisie for ELG8UC	Owner/Manager
Printed Name	Title

**COUNTY**

Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	Date
Printed Name	Title

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

Signature of County Finance Officer	Date
-------------------------------------	------

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Contractor 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 Contractor 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 County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor 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 County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, 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. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor 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 County and the Contractor 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 County.

**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.

#### **Intellectual Property Rights**

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

#### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor 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 Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County 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 County may require to ensure compliance.

#### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

#### **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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services 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 County. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## 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 Contractor, 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 County and the Contractor.

**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.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**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 County. 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 Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors 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 G.S. 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work**

**Federal Tax Id. or SSN 27-3721789  
Contract # 1 23/24**

**A. CONTRACTOR INFORMATION**

1. Contractor Agency Name: Empowering Lives Guardianship Services, LLC
2. *If different* from Contract Administrator Information in General Contract:  
Address

Telephone Number:                      Fax Number:                      Email:

3. Name of Program (s):

4. Status:             Public             Private, Not for Profit             Private, For Profit

5. Contractor's Financial Reporting Year January through February ~~February~~ **DECEMBER**  
*correction SL 6/6/23*

B. Explanation of Services to be provided and to whom (include SIS Service Code):

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

The Department of Social Services will pay Empowering Lives Guardianship Services, LLC a fee of \$275.00 per ward per month for a maximum of ten (10) wards during fiscal year 2023-2024

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Empowering Lives Guardianship Services, LLC will submit monthly invoices to the Department of Social Services. Invoices received by the 10<sup>th</sup> of the month will be paid by the last working day of the month. Empowering Lives Guardianship Services, LLC must provide guardianship services to a ward for at least the first day of the month for which payment is requested in order to receive payment for the named ward.

F. Area to be served/Delivery site(s): Lee County citizens to be served.

\_\_\_\_\_



(Signature of County Authorized Person)

\_\_\_\_\_  
(Date Submitted)

(Signature of Contractor)

6/8/2023  
(Date Submitted)

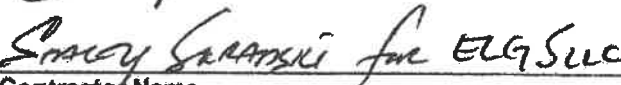
## FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
  2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
    - a. The Certification Regarding Nondiscrimination;
    - b. The Certification Regarding Drug-Free Workplace Requirements;
    - c. The Certification Regarding Environmental Tobacco Smoke;
    - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
    - e. The Certification Regarding Lobbying;
  3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
  4. [Check the applicable statement]
    - [ ] He or she has completed the attached **Disclosure Of Lobbying Activities** because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
- OR
- [] He or she has not completed the attached **Disclosure Of Lobbying Activities** because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

  
Signature

  
Title

  
Contractor Name

  
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

### I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. 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; and
  - 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).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street

STATE OF NC

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. The prospective lower tier participant certifies, by submission of this document, 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.

#### **V. Certification Regarding Lobbying**

**The Contractor certifies, to the best of his or her knowledge and belief, that:**

1. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. Bid/offer/application
- b. Initial Award
- c. Post-Award

3. Report Type:

- a. initial filing
- b. material change

For Material Change Only:

Year \_\_\_\_\_ Quarter \_\_\_\_\_

Date Of Last Report: \_\_\_\_\_

4. Name and Address of Reporting Entity:

- Prime
- Subawardee Tier (if known) \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime

Congressional District (if known) \_\_\_\_\_

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number (if applicable) \_\_\_\_\_

8. Federal Action Number (if known)

9. Award Amount (if known) \$

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

\$ \_\_\_\_\_ actual planned

13. Type of Payment (check all that apply):

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other; specify: \_\_\_\_\_

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind; specify: Nature \_\_\_\_\_ Value \_\_\_\_\_

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):

15. Continuation Sheet(s) SF-LLL-A attached:

- Yes  No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Use Only

Authorized for Local Reproduction  
Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NC  
County Forsyth

I, \_\_\_\_\_, Notary Public for said County and State, certify that

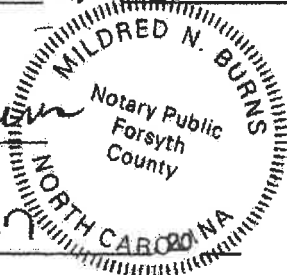
Stacy Szapanski personally appeared before me this day and acknowledged

that he/she is OWNER/MANAGER of EMPOWERING LIVES GUARDIANSHIP SERVICES LLC [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 8 day of June, 2023

Sworn to and subscribed before me this 8 day of June, 2023

Mildred N. Burns  
(Official Seal)



Notary Public

My Commission expires 10-4-2027

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

EMPOWERING LIVES GUARDIANSHIP SERVICES LLC  
Name of Organization

[Signature]  
Signature of Organization Official

### Conflict of Interest Policy Example

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

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

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

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

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

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

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

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


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

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

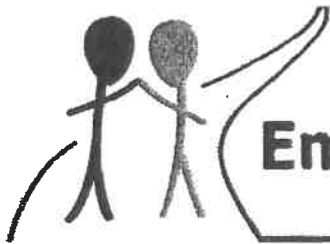
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict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

Approved by:

##ContractorName## EMPOWERING LIVES GUARDIANSHIP SERVICES LLC  
Name of Organization

 ELG LLC  
Signature of Organization Official

6/6/2023  
Date



# Empowering Lives

Guardianship Services, LLC

**Forsyth Office:**

2554 Lewisville-Clemmons Rd., Ste 310,  
Clemmons, NC 27012  
(336) 714-9790

**Wake Office:**

1110 Navaho Drive, Ste. 304, Raleigh, NC 27609  
(919) 799-2223

## State Grant Certification – No Overdue Tax Debts

TO: State Agency Head and Chief Fiscal Officer

**Certification:**

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

**Sworn Statement:**

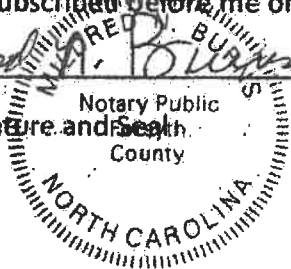
Stacey Skradski, being duly sworn say that I am the owner/manager of Empowering Lives Guardianship, LLC, of Clemmons in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action

Owner/Manager

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

My Commission Expires: 10-4-2007

Notary Signature and Seal  
County



This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: ELGS Contract Number: \_\_\_\_\_ Date: 6/6/2023

### HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		<input checked="" type="radio"/> YES—Go to Question 2. <input type="radio"/> NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	<input checked="" type="radio"/> YES—Go to Question 3. <input type="radio"/> NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	<input checked="" type="radio"/> NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Contract Analysis <input type="checkbox"/> Central Office <input type="checkbox"/> Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.  NO—STOP. There is no business associate relationship.</p>
<p><b>ADDITIONAL REQUIRMENTS</b></p>		
<p><b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

Contractor's Authorized Agent: Signature: [Signature]  
 Printed Name: Stacey Skroset

Date: 6-8-2023

Title: Owner/Manager

Witness: Signature: [Signature]  
 Printed Name: Mildred N. Buons

Date: 6-8-2023

Title: Office Manager

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

The County of Lee North Carolina

Vendor/Contractor Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

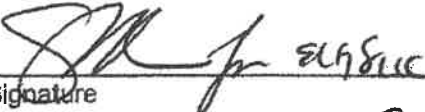
**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION  
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

  
Signature  
Simeon Skrapski for ELGS LLC  
Printed Name

6/8/2023  
Date  
Owner/Manager  
Printed Title

**CONTRACT PROVIDER NAME:** Empowering Lives  
**CONTRACT NUMBER:** N/A  
**CONTRACT PERIOD:** 7/1/2023-6/30/2024  
**PROVIDER'S FISCAL YEAR:** 1/1/2023-12/31/2023

**CONTRACT DETERMINATION QUESTIONNAIRE  
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		x
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		x
3 Does the provider provide administrative functions such as Program Planning?		x
4 Does the provider provide administrative functions such as Monitoring?		x
5 Does the provider provide administrative functions such as Program Evaluation?		x
6 Does the provider provide administrative functions such as Program Compliance?		x
7 Is provider performance measured against whether specific objectives are met?		x
8 Does the provided have responsibility for programmatic decision making?		x
9 Is the provider objective to carry out a public purpose to support an overall program objective?		x
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		x
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		x
12 Does the provider operate in a noncompetitive environment?		x
13 Does the provider provide these or similar goods and/or services only to the funding agency?		x
14 Does the provide these or similar goods and/or services outside normal business operations?		x
<b>TOTAL</b>	<b>0</b>	<b>70</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Stephen Blews  
 Signature of Authorized Programmatic Individual

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Administrative Individual

\_\_\_\_\_  
DATE



**ITEM #: II.I**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Approve Agreement with SAGA to provide economic development services to Lee County

**DEPARTMENT:** Administration

**CONTACT PERSON:** Whitney Parrish ,

**TYPE:** Action Item

REQUEST	Approve Agreement with SAGA to provide economic development services to Lee County.
BUDGET IMPACT	\$355,970.00 for FY 2023-2024
ATTACHMENTS	<a href="#">Updated 2023 SAGA Contract.docx</a>
PRIOR BOARD ACTION	The County has been contracting with Sanford Lee County Partnership for Prosperity d/b/a Sanford Area Growth Alliance (SAGA) since 2014 to provide economic development services to Lee County.
RECOMMENDATION	Approve Agreement with SAGA to provide economic development services to Lee County.

**SUMMARY**

Each year Lee County appropriates a certain amount to Sanford Area Growth Alliance (SAGA) for its economic development services for the County. The contract is reviewed each year by the Commissioners. The contract is attached which funds SAGA's requested increase for a total amount of \$355,970.

This CONTRACT made and entered into this the 19th day of June, 2023, by and between the County of Lee, one of the 100 counties of the State of North Carolina and a body politic and corporate, hereinafter referred to as COUNTY, and the Sanford-Lee County Partnership for Prosperity, doing business as Sanford Area Growth Alliance, a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as SAGA.

WITNESSETH

WHEREAS, Chapter 158 of the North Carolina General Statutes authorizes counties to engage in economic development activities; and,

WHEREAS, North Carolina General Statute §153A-449 authorizes counties to contract with and appropriate money to a corporation to carry out any public purpose that a county is authorized by law to perform; and,

WHEREAS, it is the desire of the Lee County Board of Commissioners that the County should engage in economic development activities and that SAGA should be employed to undertake such activities on behalf of the County; and,

WHEREAS, SAGA, by action of its Board of Directors, has indicated its willingness to perform such activities on behalf of the County; and,

WHEREAS, both parties desire a written memorandum of their agreement.

NOW, THEREFORE, in consideration of the premises, the sums to be paid, and the mutual promises herein set out, the parties have mutually agreed as follows:

1. County hereby engages SAGA to carry out a program of economic development in keeping with the authority granted to it by Chapter 158 of the North Carolina General Statutes and SAGA accepts such engagement and promises to perform and carry out such a program.
2. County agrees to make an annual budgetary appropriation to pay for the services provided by SAGA to include the recruitment of new industry, business retention and expansion, marketing of Lee County and business/industrial sites and any other activity, which is considered typical for an economic development agency to provide to a County.
3. In consideration for making the annual budgetary appropriation, the County will appoint three members to the SAGA Board of Directors at their sole discretion and consistent with County Policy on Board Appointments. Based on the County's level of funding, the Board of Commissioners will review this on an annual basis.
4. One of the Board members appointed to the Board of Directors shall be an elected County Commissioner. The Board of Commissioners can also elect an alternate Commissioner to serve on the SAGA Board of Directors. The alternate Commissioner can attend all meetings of the Board of Directors but shall not vote on any matters, unless the appointed Commissioner is absent.

5. The other members appointed to the SAGA Board of Directors by the Board of Commissioners shall be private citizens.
6. Lee County and SAGA agree to participate and plan an annual meeting that will include the City of Sanford and the Town of Broadway. At this meeting, SAGA will deliver a report to all three boards detailing the activities of SAGA. SAGA or any of the three local governments may propose additional meetings as needed. In addition, on an annual basis, SAGA will include an annual economic outlook report as well as a review of the successes achieved by SAGA. SAGA will also provide a monthly written report to the Lee County Board of Commissioners as an update on the activities of SAGA. The SAGA Director and/or the Economic Development Director will appear before the County Commissioners to give updates and seek support for projects in the County as needed.
7. Continue to operate a joint community and economic development office in the Old Buggy Factory in downtown Sanford in order to foster cooperation amongst Lee County, the City of Sanford and the Town of Broadway. The Old Buggy Factory will continue to be a "one stop shop" for the economic development growth of the community, as long as all parties agree to the continued relationship.
8. SAGA agrees to the following:
  - a. To select, supervise and evaluate the performance of the SAGA staff to ensure that the delivery of an effective Economic Development Program. SAGA will provide an updated list of staff to the Clerk to the Board of Commissioners annually or anytime there is a change in staff.
  - b. To direct the Economic Development staff to develop and implement an effective economic development program. The SAGA Board of Directors will monitor the results of the program and develop action plans to help develop job growth and investment in Lee County. Addendum A includes a list of current SAGA Board of Directors.
  - c. To follow the County's Economic Development Investment Guidelines in dealing with incentives to industry and businesses. The Executive Director will take the project before the SAGA Board of Directors or Executive Board for a recommendation. All recommendations, favorable or unfavorable, will be forwarded to the Lee County Board of Commissioners for their consideration, once recommended by the SAGA Economic Development Committee and/or the SAGA Executive Board of Directors and/or the SAGA Board of Directors. The recommendation of the SAGA Executive Committee will be provided in writing to the Lee County Board of Commissioners before the public hearing is held on a potential project.
  - d. To cooperate fully with all agencies located in Lee County whose goal is to grow the Town of Broadway, City of Sanford, and Lee County. These groups include, but are not limited to, the Sanford Area Chamber of Commerce, Lee County Board of Education, City of Sanford Downtown Development Corp., and Central Carolina Community College.
  - e. To keep accurate, thorough, and detailed records of the expenditure of funds appropriated by the County for economic development. Annually, SAGA will provide an

annual budget request to the County Manager. The annual budget request will be the financial plan that addresses SAGA's efforts to recruit new industry and retain existing industry. The budget is due to the County Manager by March 15<sup>th</sup> of each year.

- f. SAGA will provide an audit every other year to the Board of Commissioners. The years an audit is not provided, their auditor will conduct a financial review and a copy will be provided to the Commissioners. For fiscal years in odd numbered years, a financial review will be conducted, for fiscal years in even numbered years an audit will be conducted. Either the financial report or the audit will be due to the Commissioners by December 31<sup>st</sup> of each year.
  - g. SAGA will establish an audit committee that will work with SAGA's auditor to complete the annual audit. The audit committee currently consists of the treasurer of SAGA Board of Directors, the Lee County Manager, the Town of Broadway Manager and the City of Sanford Manager.
  - h. SAGA may submit an annual Capital Improvements Plan to the Board of Commissioners which outlines the infrastructure needs of the County for economic development purposes over the next five (5) year period. Any capital improvement item over \$500,000.00 which the SAGA Board of Directors wants the Board of Commissioners to consider must go through the CIP process. Any capital funding less than \$500,000.00 will be included in SAGA's annual budget request submitted to the Board of Commissioners. SAGA can, during the fiscal year, come and request additional capital funding if projects present themselves that will stimulate economic development and growth in the County.
  - i. To apprise the Board of Commissioners and the County's Clerk of all job announcements before media is contacted for the purpose of a public announcement.
  - j. To cooperate fully with the County's auditors in their annual examination of county expenditures.
  - k. To abide by the North Carolina Non-Profit Corporation Act, Chapter 55A of the North Carolina General Statutes.
9. The annual appropriation to SAGA in FY 2023-2024 will be \$355,970. The appropriation of funds by the County for subsequent fiscal years and the acceptance of the same by SAGA shall renew or extend this agreement for such fiscal year. As required by the Local Government Budget Fiscal Control Act, this agreement is subject to the annual appropriation clause of the Act.
10. This agreement becomes effective July 1, 2023.

IN WITNESS WHEREOF, County has caused this instrument to be executed in its name by the Chairman of the Board of Commissioners for said County and attested by the Clerk of said board, and its County seal to be affixed, all by authority of its Board of Commissioners, first duly given; and SAGA has caused this instrument to be executed in its name by its President for said County and attested by its Secretary, and its corporate seal to be affixed, all by authority of its Board of Directors, first duly given, both effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

\_\_\_\_\_  
Hailey Hall  
Clerk to the Board

SANFORD AREA GROWTH ALLIANCE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

## Addendum A

The 2022-2023 SAGA Board of Directors currently consists of:

1. Jody Albright, Central Electric Membership Corporation
2. Donald Andrews, Mayor, Town of Broadway
3. Todd Baker, Carter Bank & Trust
4. David Bernard, Lee County Board of Commissioners Appointee
5. Kirk Bradley, Lee-Moore Capital Company
6. Otto Breitschwerdt, Caterpillar, Inc.
7. Dr. Andy Bryan, Lee County Schools
8. Byron Buckles, Sanford City Council
9. Bill Carver, Lee County Commissioners
10. Dr. Lisa Chapman, Central Carolina Community College
11. Joe Clancy, Express Employment Professionals
12. Tom Darden, Cherokee Land Company
13. Alan Dossenbach, Dossenbach's Finer Furniture
14. Indira Everett, Duke Energy
15. Chris Fensterle, Central Carolina Hospital
16. Dr. Jim Foster, Farm Bureau
17. John Godfrey, Town of Broadway
18. Tina Gross, Gross Farms
19. Scott Hadley, Lee & Associates Commercial Real Estate Services
20. Hal Hegwer, City of Sanford
21. Bob Heuts, Raleigh Executive Jetport
22. Jimmy Keen, Truist
23. Carter Keller, Carolina Commercial Contractors
24. Steve Malloy, Adcock & Associates
25. Chet Mann, CMG Financials
26. Joni Martin, Progressive Contracting Company, Inc.
27. Charles Mellette, Christian Provision Ministries
28. Lisa Minter, Lee County Government
29. April Montgomery, REAP HOLDINGS LLC
30. Ryan Murphy, Rodeco Company
31. Donnie Oldham, Sanford Contractors
32. Richard Oldham, Sanford Contractors
33. Ella Pantaleon, Multitech Mechanical
34. Jerry Pedley, Mertek Solutions, Inc.
35. Julian Philpott, Central Carolina Community College
36. Jay Rapp, Helix Ventures
37. Rebecca Salmon, Mayor, City of Sanford
38. Kirk Smith, Lee County Board of Commissioners
39. Dr. Bill Stone, NC Cooperative Extension-Lee County Center
40. Rich Trogdon, First Bank
41. Charlie Welborn, DMJPS
42. Bill Wilson, Wilson, Reives, Silverman & Doran, PLLC
43. Sherry Lynn Womack, Lee County Board of Education





**ITEM #: II.J**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Budget Amendment #06/19/23/17

**DEPARTMENT:** Finance

**CONTACT PERSON:** Jen Waterhouse,

**TYPE:** Consent Agenda

REQUEST	Approve Budget Amendment #06/19/23/17
BUDGET IMPACT	See below
ATTACHMENTS	<a href="#">6-19-23.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Budget Amendment #06/19/23/17
SUMMARY	

Parks and Recreation: Budget increased revenues (\$80,000) to cover pool management contract and game official costs. Sheriff Office: Appropriate fund balance (\$117,000) to cover fuel overages, non-reimbursable expense with E911, and increased food costs for inmates. Moore Center Project: Redistribute funds (\$58,987) amongst various lines for budget clean up.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: LISA MINTER, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:# 6/19/23/17  
 DATE: June 19, 2023

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Parks and Rec	1100-3612-35251	Gymnastics	130,000	70,000	200,000
Parks and Rec	1100-3612-38200	Rent	25,000	10,000	35,000
Fund Balance	1100-3990-39900	Fund Balance	6,188,547	117,000	6,305,547
<b>TOTAL CHANGES</b>				<b>197,000</b>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Parks and Rec	1100-6120-43100	Professional Services	98,000	80,000	178,000
Sheriff's Office	1100-4310-44250	Vehicle Gas and oil	157,679	60,000	217,679
Sheriff's Office	1100-4314-43510	Telephone	-	12,000	12,000
Jail	1100-4320-44140	Food Supplies	450,500	45,000	495,500
<b>TOTAL CHANGES</b>				<b>197,000</b>	

**SECTION III. THE FOLLOWING MOORE CENTER PROJECT FUND (4840) EXPENSE INCREASES ARE HEREBY APPROVED:**

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Moore Center Project	4840-8100-46100	Issuance Cost	90,056	58,987	149,043
<b>TOTAL CHANGES</b>				<b>58,987</b>	

**SECTION IV THE FOLLOWING MOORE CENTER PROJECT FUND (4840) EXPENSE DECREASES ARE HEREBY APPROVED:**

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Moore Center Project	4840-8100-46300	General Construction	3,655,275	58,987	3,596,288
<b>TOTAL CHANGES</b>				<b>58,987</b>	

\_\_\_\_\_  
 KIRK SMITH, CHAIR

\_\_\_\_\_  
 HAILEY HALL, CLERK TO THE BOARD



**ITEM #: II.K**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Approval of the classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers.

**DEPARTMENT:** Administration

**CONTACT PERSON:** Lisa Minter, Assistant County Manager

**TYPE:** Consent Agenda

REQUEST	Approve classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers.
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">detentions officers pay plan.pdf</a> <a href="#">dispatch pay plan.pdf</a> <a href="#">sworn law pay plan.pdf</a>
PRIOR BOARD ACTION	The Board of Commissioners adopted the budget ordinance for FY 2023-2024 on June 5, 2023 that included the classification and pay plan for regular employees.
RECOMMENDATION	Approve classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers and incorporate as a part of FY 2023-2024 Budget Ordinance.
SUMMARY	

It was discovered after the June 5, 2023 adoption of the budget ordinance for FY 2023-2024 that the classification and pay plans for sworn law enforcement, detention officers, and communications dispatchers had not been included. The Board needs to approve these

classification and pay plans so they can be added to the ordinance.

LEE COUNTY DETENTION OFFICERS CLASSIFICATION AND PAY PLAN  
Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum	Classification
302	44,107	56,236	68,366	Administrative Detention Officer Detention Officer Detention Officer/Transportation Officer
303	46,312	59,048	71,784	
304	48,628	62,000	75,373	
305	51,059	65,100	79,142	Detention Officer <b>(BLET)</b>
306	53,612	68,356	83,099	Detention Sergeant
307	56,293	71,773	87,254	
308	59,107	75,362	91,617	Detention Sergeant <b>(BLET)</b>
309	62,063	79,130	96,197	Detention Lieutenant
310	65,166	83,087	101,007	
311	68,424	87,241	106,058	Detention Lieutenant <b>(BLET)</b>
312	71,845	91,603	111,360	Detention Captain
313	75,437	96,184	116,928	
314	79,209	100,993	122,775	Detention Captain <b>(BLET)</b>
315	83,170	106,042	128,913	

LEE COUNTY COMMUNICATIONS DISPATCHER CLASSIFICATION AND PAY PLAN  
Effective July 1, 2023

<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Classification</b>
201	41,456	52,856	64,257	Communications Dispatcher

LEE COUNTY SWORN LAW ENFORCEMENT CLASSIFICATION AND PAY PLAN  
Effective July 1, 2023

<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>	<b>Classification</b>
101	45,120	57,528	69,936	
102	47,376	60,404	73,432	
103	49,745	63,424	77,104	
104	52,232	66,595	80,959	Deputy Sheriff Deputy Sheriff - CRO Deputy Sheriff - SRO
105	54,843	69,925	85,007	
106	57,586	73,422	89,258	
107	60,465	77,093	93,720	
108	63,488	80,947	98,406	Deputy Sheriff Sergeant - Civil
109	66,662	84,995	103,327	Animal Control Sgt Deputy Sheriff Sergeant - Detective Deputy Sheriff Sergeant - Narcotics Deputy Sheriff Sergeant - Patrol Deputy Sheriff Sergeant - SRO
110	69,996	89,244	108,493	Deputy Sheriff Lieutenant - Civil Process
111	73,495	93,707	113,918	Deputy Sheriff Captain - Civil Process Deputy Sheriff Lieutenant - Community Relations Deputy Sheriff Lieutenant - Detective Deputy Sheriff Lieutenant - Narcotics Deputy Sheriff Lieutenant - Patrol Deputy Sheriff Lieutenant - SRO
113	81,029	103,311	125,594	Captain Field Operations/Training Coordinator Captain Professional Standards Deputy Sheriff Captain - Narcotics Deputy Sheriff Captain Detective
114	85,080	108,477	131,874	Deputy Sheriff Major - Field Operations
117	98,491	125,576	152,661	Chief Deputy Sheriff



ITEM #: II.L

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Budget Amendment #06/19/23/18

**DEPARTMENT:** Finance

**CONTACT PERSON:** Candace Iceman, Finance Director

**TYPE:** Consent Agenda

REQUEST	Approve Budget Amendment #06/19/23/18
BUDGET IMPACT	See attached
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Budget Amendment #06/19/23/18
SUMMARY	

JCPC - To appropriate additional funds (\$730) received from the State Multiple departments - To reallocate funds (\$141,892) between lines to comply with Governmental Accounting Standard 87 - Capital Leases Multiple departments - To appropriate funds for implementation of Governmental Accounting Standard 96 - Subscription Based Information Technology Agreements



**ITEM #: V.A**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Appointments to Boards and Commissions

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Hailey Hall,

**TYPE:** Action Item

REQUEST	Make appointment selections to the various board and commission vacancies based on the applications submitted.
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">Upcoming Vacancies_5-5-23.pdf</a> <a href="#">2023 Board Appointment Ballot.docx</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	<ol style="list-style-type: none"> <li>1. Elect to vote by ballot</li> <li>2. Make selections based on the applications submitted for various Board and Commission vacancies</li> <li>3. Sign ballot and return to the Clerk</li> </ol>
SUMMARY	

Every year, a recruitment campaign is conducted for upcoming board and commission vacancies. The majority of terms expiring in 2023 end in June, thus a recruitment campaign is held beginning in March and ending with the second meeting in June to promote service to boards and commissions. On May 15, 2023 and June 5, 2023, the Clerk provided the Board of Commissioners with a list of current vacancies, copies of applications, information for online submission to distribute, and a draft ballot. Recruitment efforts for existing vacancies are continued throughout the year. Recruitment efforts include posting an advertisement of the various board and commission vacancies on the County's website and through the County's social media pages. Letters were also sent to all expiring appointments with information on all

current and upcoming vacancies and instructions on how to apply. Efforts were also made by utilizing community contacts with organizations to recruit to appointments requiring specific backgrounds. An updated ballot summarizing all applications received and vacancies available is attached.

# Board Vacancies

The Lee County Board of Commissioners is accepting applications for interested individuals that would like to serve on the following boards and/or commissions:

<u>BOARD</u>	<u>VACANCIES</u>
ADA Committee	2
Airport Authority	1
Agriculture Advisory Board	2 - Cape Fear 1 - Deep River 2 - East Sanford 1 - Jonesboro 1 - West Sanford
Sanford Board of Adjustments	1 Alt. (Must reside in ETJ)
Cemetery Board of Trustees Committee	2
CCCC Board of Trustees	1
Environmental Affairs Board	1
Housing Appeals Board	1 1 Alt.
Industrial Facilities & Pollution Control Financing Authority	6
Jury Commission	1
Juvenile Crime Prevention Council	3
Library Board of Trustees	1
Parks and Recreation Commission	2
Lee County Planning Board	3 1 Alt.
Sanford Planning Board	1 Alt. (Must reside in ETJ)
Nursing/Adult/Family Care Home Community Advisory Committee	14 Reg., 2 Alt.
Transportation Advisory Board	1

Applications and information regarding required qualifications may be obtained online at [www.leecountync.gov](http://www.leecountync.gov) or by contacting the Clerk to the Board at 919-718-4605, ext. 5521 or [hhall@leecountync.gov](mailto:hhall@leecountync.gov).

Applications can be sent to any of the following: [www.leecountync.gov](http://www.leecountync.gov) and go to the Clerk Portal under Online Forms; P.O. Box 1968, Sanford, NC 27331 (mail); [hhall@leecountync.gov](mailto:hhall@leecountync.gov) (e-mail); or delivered in person to the Clerk's Office at 408 Summit Drive, Sanford, NC 27330.

# BOARD APPOINTMENT BALLOT

JUNE 2023

<p>ADA COMMITTEE (2 Vacancies)</p> <p><input type="checkbox"/> Elonda Womble</p>	<p>AIRPORT AUTHORITY (1 Vacancy)</p> <p><input type="checkbox"/> Jonathan Shockey <input type="checkbox"/> Angela Minnick</p>
<p>AGRICULTURE ADVISORY BOARD (Vacancies – 2-Cape Fear, 1-Deep River, 2-East Sanford, 1-Jonesboro, 1-West Sanford)</p> <p><input type="checkbox"/> Lloyd Smith</p>	<p>BOARD OF EQUALIZATION AND REVIEW (0 Vacancies)</p>
<p>CEMETERY BOARD OF TRUSTEES (2 Vacancies)</p>	<p>CENTRAL CAROLINA BOARD OF TRUSTEES (1 Vacancy)</p> <p><input type="checkbox"/> James French (Re-appt) <input type="checkbox"/> Pamela Adkins <input type="checkbox"/> Brad Kelly <input type="checkbox"/> William Carver, Jr. <input type="checkbox"/> William Wayne Staton, Jr. <input type="checkbox"/> Taylor Vorbeck</p>
<p>JOINT SANFORD/LEE COUNTY ENVIRONMENTAL AFFAIRS BOARD (1 Vacancy)</p> <p><input type="checkbox"/> Lloyd Smith</p>	<p>FIRE ADVISORY BOARD (0 Vacancies)</p>
<p>HOUSING APPEALS (1 Regular, 1 Alternate)</p>	<p>INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY (6 Vacancies)</p>
<p>JURY COMMISSION (1 Vacancy)</p> <p><input type="checkbox"/> Angela Minnick</p>	<p>JUVENILE CRIME PREVENTION COUNCIL (Vacancies – 5)</p> <p><input type="checkbox"/> Angela Minnick <input type="checkbox"/> Pamela Adkins <input type="checkbox"/> Utarious Murchison <input type="checkbox"/> Bobby Covington <input type="checkbox"/> Cynthia Galyeon</p>
<p>LIBRARY BOARD OF TRUSTEES (1 Vacancy)</p> <p><input type="checkbox"/> Jordan Carter <input type="checkbox"/> Cathy Griffith (Re-appt) <input type="checkbox"/> Brad Kelly <input type="checkbox"/> Ruby Castellanos</p>	<p>PARKS AND RECREATION COMMISSION (Vacancies – 1 Regular, 1 Alternate)</p> <p><input type="checkbox"/> Pamela Adkins <input type="checkbox"/> Nathan Vorbeck</p>
<p>LEE COUNTY PLANNING BOARD (Vacancies – 3 Regular, 1 Alternate)</p> <p><input type="checkbox"/> Charles (Chuck) Baker, Jr. (Re-appt) <input type="checkbox"/> Charles David Turner (Re-appt) <input type="checkbox"/> Jonathan Hilliard (Re-appt) <input type="checkbox"/> Brad Kelly <input type="checkbox"/> Angela Hare <input type="checkbox"/> Dehra Green</p>	<p>SANFORD AREA GROWTH ALLIANCE (0 Vacancies)</p>

<p style="text-align: center;">SANFORD BOARD OF ADJUSTMENTS (Vacancies –1 Alternate, must reside in ETJ)</p>	<p style="text-align: center;">SANFORD PLANNING BOARD (1 Alt. Vacancy)</p>
<p style="text-align: center;">JOINT NURSING/ADULT/FAMILY CARE HOME COMMUNITY ADVISORY COMMITTEE (Vacancies – 14 Regular, 2 Alternate)</p> <p>___ Harold Fore (Re-appt)</p> <p>___ Nancy Johnson (Re-appt)</p>	<p style="text-align: center;">TRANSPORTATION ADVISORY BOARD (1 Vacancy)</p>

Commissioner Signature (Required when voting by ballot):



**ITEM #: V.B**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Skimmer System for Moore Center

**DEPARTMENT:** Administration

**CONTACT PERSON:** Lisa Minter, Assistant County Manager

**TYPE:** Action Item

REQUEST	Approve the installation of a skimmer system and the necessary quarterly maintenance for the mitigation of hazardous waste at the Moore Center.
BUDGET IMPACT	The cost of the system and installation is \$54,494.09. Quarterly maintenance and disposal costs are estimated to be \$24,180.00.
ATTACHMENTS	<a href="#">Basis of Charges - Product skimmer system install and OM.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the installation of a skimmer system and associated monitoring to handle the mitigation of hazardous waste at the Moore Center.

**SUMMARY**

Terraquest Environmental has been working with the County and the State to mitigate the hazardous waste issue at the Moore Center. Mr. Ryan Kerins with Terraquest will be present to update the Board on the status of the mitigation and the recommended next steps. The County has spent \$786,813.92 to date to mitigate the hazardous waste. At this point all but one of the SWMUs have been cleared. Mr. Kerins is recommending that we install a skimmer system for the continuation of waste removal, and the Board will need to approve the system and the funds for the quarterly monitoring. If the system is approved and you allow for a year of monitoring, the cost would be approximately \$175,394.09.



BASIS OF CHARGES

**Magneti Marelli**

Terraquest Project No. 09821

Terraquest Proposal 05252023

5/30/2023

# SCHEDULE A

GRAND TOTAL	= \$	78,674.09
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Product skimmer system

FAP Plus Pump and Filter Regulator, skimmer for FAP Plus (36" travel), tank-full shut off, compressors, regulators, 2" well clincher for FAP Plus, Suspension cable kit, 1/16" nylon coated, 3/8" ID BUNA lined hose (discharge), 1/4" OD Poly Tubing (air), drums, labels, fittings, overpack, drum platform (spill containment)

TOTAL	= \$	34,554.09
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Installation of skimmer system installation

Field time, MOBE, health and safety, expendables, per diem, equipment

TOTAL	= \$	19,940.00
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System maintenance (FIRST QUARTER)

Field time, MOBE, health and safety, expendables, per diem, equipment

TOTAL	= \$	16,680.00
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Stoddard solvent offsite disposal (FIRST QUARTER)

Remove drums of Stoddard solvent and dispose of offsite

TOTAL	= \$	7,500.00
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ITEM #: VI.A

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Update on NCDOT projects in Lee County

**DEPARTMENT:** Planning

**CONTACT PERSON:** David Montgomery,

**TYPE:** Information

REQUEST	Informational
BUDGET IMPACT	None
ATTACHMENTS	
PRIOR BOARD ACTION	N/A
RECOMMENDATION	For information purposes and feedback
SUMMARY	

At the request of County Chairman, NCDOT will provide the Board of Commissioners an update on the current status of NCDOT projects in Lee County. In particular, NCDOT will brief the Lee County Board of Commissioners regarding the Tramway NC-78 / US-1 / 15-501 intersection and the area around the main entrance of Carolina Trace on NC-87, as well as the condition of our roads for bicyclists. Patrick Norman, Division 8 Engineer, and Lisa Mathis, Division 8 NCDOT Transportation Board Member will be providing this update from NCDOT.



**ITEM #: VI.B**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** 2012 Tax Bill Write Off

**DEPARTMENT:** Tax

**CONTACT PERSON:** Michael Brown, Tax Administrator

**TYPE:** Action Item

<b>REQUEST</b>	Authorize the Tax Collector to write-off 2012 delinquent tax bills in the amount of \$ 21,854.98 per NCGS 105-373(g) and 105-378.
<b>BUDGET IMPACT</b>	N/A
<b>ATTACHMENTS</b>	<a href="#">GS_105-373.pdf</a> <a href="#">GS_105-378.pdf</a> <a href="#">2012 Write-Off Summary.pdf</a>
<b>PRIOR BOARD ACTION</b>	N/A
<b>RECOMMENDATION</b>	Recommend approving the request to write off 2012 delinquent taxes per statute.
<b>SUMMARY</b>	

I, Michael D. Brown, Lee County Tax Collector, hereby request authority to write-off delinquent 2012 tax bills in the amount of \$ 21,854.98 (real \$ 5,716.84 and personal \$ 16,138.14), per NCGS 105-373(g) and 105-378. These taxes were first due on September 1, 2012. A detailed list of delinquent accounts is on file in the clerk's office and available on the Commissioner's web page. See attached for a three year history of write offs.

**§ 105-373. Settlements.**

(a) Annual Settlement of Tax Collector. –

- (1) Preliminary Report. – After July 1 and before a tax collector is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing all of the following:
  - a. A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person.
  - b. A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. To this list the tax collector shall append a statement under oath that the tax collector has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available for collection, and the tax collector shall report any other information concerning these taxpayers that may be of interest to or required by the governing body, including a report of the tax collector's efforts to make collection outside the taxing unit under G.S. 105-364. The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
- (2) Insolvents. – Upon receiving the report required by subdivision (a)(1) of this section, the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes, but that listed no real property, that it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in the tax collector's settlement.
- (3) Settlement for Current Taxes. – After July 1 and before a tax collector is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in the tax collector's hands for collection for the preceding fiscal year. The following charges and credits apply:
  - a. In the settlement the tax collector shall be charged with all of the following:
    1. The total amount of all taxes in the tax collector's hands for collection for the year, including amounts originally charged to the tax collector and all amounts subsequently charged on account of discoveries.
    2. All penalties, interest, and costs collected by the tax collector in connection with taxes for the current year.
    3. All other sums collected by the tax collector.
  - b. The tax collector shall be credited with all of the following:
    1. All sums representing taxes for the year deposited by the tax collector to the credit of the taxing unit or receipted for by a proper official of the unit.
    2. Releases duly allowed by the governing body.
    3. The principal amount of taxes constituting liens on real property.
    4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2) of this section.

5. Discounts allowed by law.
6. Commissions, if any, lawfully payable to the tax collector as compensation.
7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on the tax collector's bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties provided by law.

The settlement, together with the action of the governing body with respect to it, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. – Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3) of this section, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall take the following actions:

- a. Give bond satisfactory to the governing body.
- b. Receive the tax receipts and tax records representing the uncollected taxes.
- c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors.
- d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. – Annually, at the time prescribed for the settlement provided in subdivision (a)(3) of this section, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each prior year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. – At the end of a tax collector's last term of office, the tax collector shall, on the last business day of the term, make full and complete settlement for all taxes, current or delinquent, in the tax collector's hands and deliver the tax records, tax receipts, and accounts to the successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. – When a tax collector voluntarily resigns, the tax collector shall, upon the last day in office, make full settlement in the manner provided in subsection (c) of this section for all taxes in the tax collector's hands for collection. In default of a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect to it, shall be entered in full upon the minutes of the governing body. Whenever a settlement is made on behalf of a former tax collector, the governing body may deliver the tax receipts and tax records to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection

of taxes as may be expedient, but in no event shall any person be permitted to collect taxes until the person has given bond satisfactory to the governing body.

(e) **Effect of Approval of Settlement.** – Approval of any settlement by the governing body does not relieve the tax collector or the tax collector's bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) **Penalties.** – In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed by this section is guilty of a Class 1 misdemeanor.

(g) **Relief from Collecting Insolvents.** – The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that the taxes are uncollectible.

(h) **Relief from Collecting Taxes on Classified Motor Vehicles.** – The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7; 2021-91, s. 3(c).)

**§ 105-378. Limitation on use of remedies.**

(a) Use of Remedies Barred. – No county or municipality shall maintain an action or procedure to enforce any remedy provided by law for the collection of taxes or the enforcement of any tax liens, whether the taxes or tax liens are evidenced by tax receipts or otherwise, unless the action or procedure is instituted within 10 years from the date the taxes became due.

(b) Not Applicable to Special Assessments. – Subsection (a) of this section does not apply to the lien of special assessments.

(c) Repealed by Session Laws 1998-98, s. 26, effective August 14, 1998.

(d) Enforcement and Collection Delayed Pending Appeal. – When the board of county commissioners or municipal governing body delivers a tax receipt to a tax collector for any assessment that has been or is subsequently appealed to the county board of equalization and review or the Property Tax Commission, the tax collector shall not seek collection of taxes or enforcement of a tax lien resulting from the assessment until the appeal has been finally adjudicated. The tax collector, however, may send an initial bill or notice to the taxpayer. (1933, c. 181, s. 7; c. 399; 1945, c. 832; 1947, c. 1065, s. 1; 1949, cc. 60, 269, 735; 1951, cc. 71, 306, 572; 1953, cc. 381, 427, 538, 645, 656, 752, 775, 1008; 1955, c. 1087; 1957, cc. 53, 678, 1123; 1959, cc. 373, 608; 1961, cc. 542, 695, 885; 1965, cc. 129, 294; 1967, c. 242; c. 321, s. 1; c. 422, s. 1; 1969, c. 96; 1971, c. 806, s. 1; 1998-98, s. 26; 2006-30, s. 6; 2011-3, s. 3(b); 2021-91, s. 3(d).)

**Request to Write-Off 2012 Delinquent Tax Bills**

<b>YEAR</b>	<b>REAL</b>	<b>PERSONAL</b>	<b>TOTAL</b>
<b>2012</b>	<b>\$ 5,716.84</b>	<b>\$ 16,138.14</b>	<b>\$ 21,854.98</b>
<b>2011</b>	<b>\$ 7,894.46</b>	<b>\$ 26,437.99</b>	<b>\$ 34,332.45</b>
<b>2010</b>	<b>\$ 7,299.23</b>	<b>\$ 24,494.55</b>	<b>\$ 31,793.78</b>



**ITEM #: VI.C**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Endor Iron Furnace Proposal

**DEPARTMENT:** Parks and Recreation

**CONTACT PERSON:** Joseph Keel, Parks and Recreation Director

**TYPE:** Action Item

REQUEST	To approve the Endor Iron Furnace proposal to the NC Department of Natural and Cultural Resources.
BUDGET IMPACT	FY' 25-\$50,000 FY' 26-\$350,000 FY' 27-\$120,000
ATTACHMENTS	<a href="#">Signed Joint Resolution.pdf</a> <a href="#">Endor_Parks&amp;Rec_20230223.pdf</a> <a href="#">Proposal Letter Endor Iron_6-19-23.docx</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Proposal to send to NC Department of Natural and Cultural Resources
SUMMARY	

County staff has discussed the opportunity of working with the NC Department of Natural and Cultural Resources to include the Endor Iron Furnace property in the Lee County Parks system. The Endor Iron Furnace property is approximately 425 acres. Staff has provided a proposed conceptual drawing of future park amenities to be placed in the Endor Iron Furnace Park. A Site Specific Master Plan would need to be completed in next fiscal year before construction would start. The conceptual drawing of the park identifies needs that were discovered in our Comprehensive Master Plan that includes hiking trails, educational trails, kayak launch and a 18 hole disc golf course. The County and City's Park Advisory Boards met on February 27 to discuss the potential of the Endor Iron Furnace Park and signed a joint resolution in support of Lee County Parks and Recreation use of this property for the local

park system.



## **RESOLUTION OF SUPPORT FOR THE ENDOR IRON FURNACE PROPERTY**

**WHEREAS**, the mission of Lee County Parks and Recreation is to enhance the quality of life in Lee County by providing a broad variety of accessible leisure, recreation and cultural activities and services and its vision is facilitated by providing these opportunities to the diverse groups within our community; and

**WHEREAS**, the staff at Lee County Parks and Recreation is dedicated to enhancing the quality of life of all Lee County citizens and fostering a sense of community and after conducting the Lee County Parks and Recreation Needs Assessment in 2021, staff identified the need for biking, hiking and outdoor activities in Lee County; and

**WHEREAS**, the Endor Iron Furnace property has a rich, cultural history and consist of 425 acres and has the opportunity to provide hiking, mountain biking and cultural education to park patrons; and

**WHEREAS**, Lee County Parks and Recreation has a great relationship with Sanford Parks and Recreation and the two departments have partnered on multiple events and projects; and


**WHEREAS**, Sanford Parks and Recreation's goals align with Lee County's in that they strive to improve the quality of life through community engagement in outdoor activities and encourage community members to spend time together engaging in outdoor activities; and,

**NOW, THEREFORE, BE IT RESOLVED** that through this partnership and united goal of increasing opportunities for our community, the two partner agencies demonstrate their support of the County working with the State towards the Endor Iron Furnace becoming a park in Lee County.

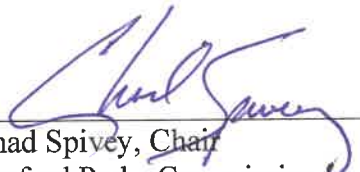
Presented this 27<sup>th</sup> day of February, 2023.

  
Chad Spivey, Chair  
Lee County Parks and Recreation Advisory Board

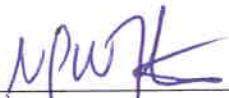
ATTEST:

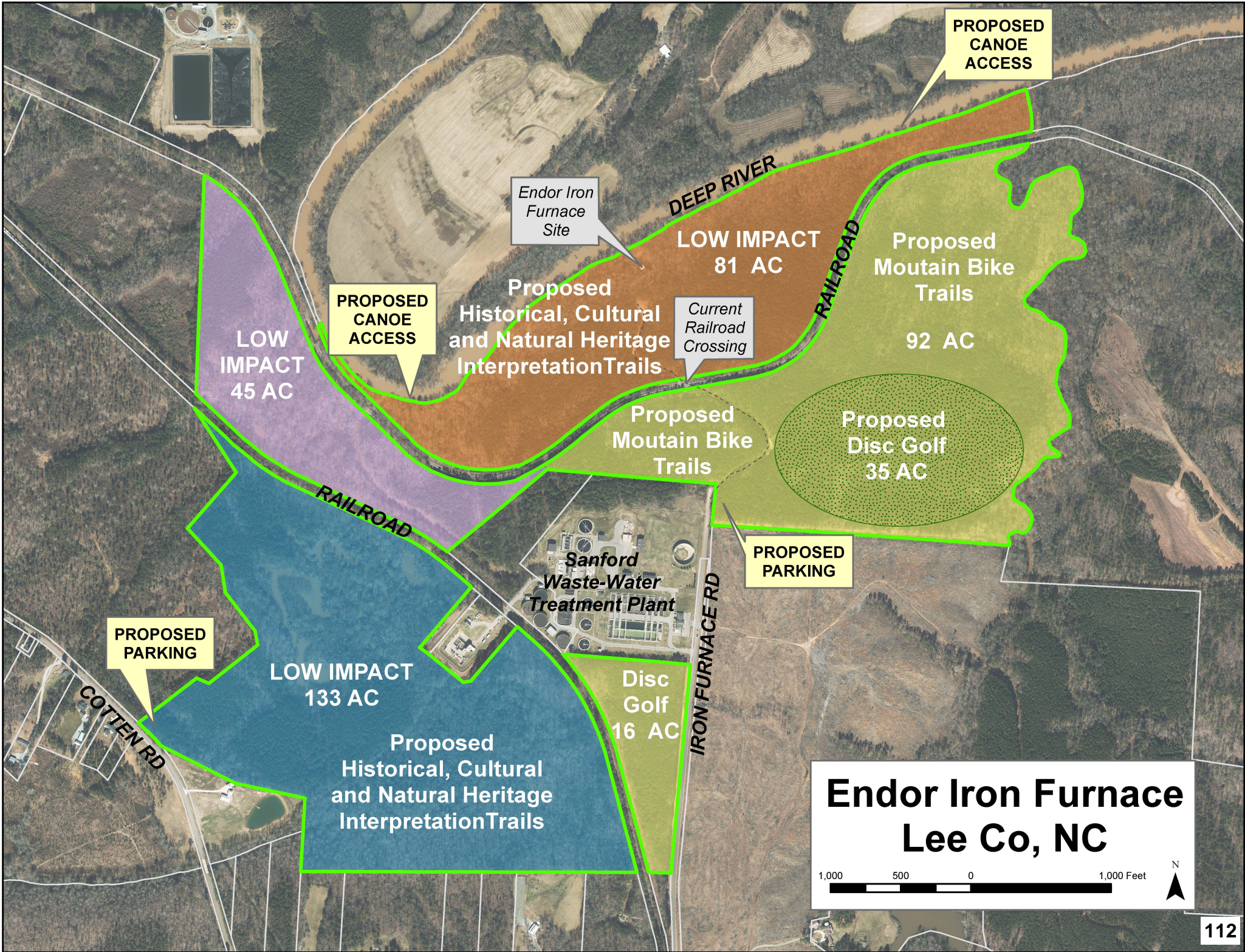
  
Judith Wilson, Clerk  
Lee County Parks and Recreation Advisory Board



  
Chad Spivey, Chair  
Sanford Parks Commission

ATTEST:

  
Nick Fortune, Clerk and Sanford Parks Administrator  
Sanford Parks Commission



PROPOSED CANOE ACCESS

Endor Iron Furnace Site

DEEP RIVER

LOW IMPACT 81 AC

Proposed Moutain Bike Trails

92 AC

Proposed Historical, Cultural and Natural Heritage Interpretation Trails

Current Railroad Crossing

RAILROAD

PROPOSED CANOE ACCESS

LOW IMPACT 45 AC

Proposed Disc Golf 35 AC

Proposed Moutain Bike Trails

RAILROAD

Sanford Waste-Water Treatment Plant

PROPOSED PARKING

IRON FURNACE RD

PROPOSED PARKING

LOW IMPACT 133 AC

Disc Golf 16 AC

Proposed Historical, Cultural and Natural Heritage Interpretation Trails

COTTEN RD

**Endor Iron Furnace**  
**Lee Co, NC**

1,000 500 0 1,000 Feet

N



June 13, 2023

NC Department of Natural and Cultural Resources  
4601 Mail Service Center  
Raleigh, NC 27699-4600

RE: Interest in Endor Iron Furnace Property

To whom it may concern,

We are writing to express our interest in the utilization of the Endor Iron Furnace property located in Lee County as a community park. Lee County Government would welcome the opportunity to work with NCDNR to be able to utilize this property as an amenity that would provide Lee County Parks and Recreation with the opportunity to expand recreation and leisure services while also preserving and highlighting the rich history of the Endor Iron Furnace. Pursuing this project would also align with the Parks and Recreation department's mission statement of enhancing the quality of life in Lee County by providing a broad variety of recreation and cultural activities.

Demand for parks and recreation services have skyrocketed in the Lee County community since the pandemic, and it is not slowing down. Through multiple master parks plan projects and new program offerings, we have captured that demand and we are looking to the future expansion of facilities and programs to accommodate the needs of our community. Our recently completed and current park projects have been well received by our residents and are used daily. Our forward-thinking vision has had a positive impact in Lee County and the need for expanding our park system is greater than ever.

Lee County Government is excited about the possibilities the Endor Iron Furnace property has to offer our community. Adding the Endor Iron Furnace property to our existing parks and facilities would allow us to continue promoting healthy lifestyles, encouraging residents to explore our community, and educate the public on the rich history right here in Lee County.

Thank you for your time over the past few months to discuss the options for utilization of the Endor Iron Furnace property. The County has put together conceptual drawings of potential park amenities that we wish to construct on the site, which is attached for your review. The County would like to discuss in further detail what our next steps are to moving forward in partnership with NCDNCR to provide enhancements to the Endor Iron Furnace property and begin constructing new park amenities while also preserving historical structures and green space. Please review the documents attached and let us know if you have any questions.

Thank you for your consideration.

Sincerely

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Joseph Keel  
Parks and Recreation Director  
919-775-2107, ext. 4203  
[jkeel@leecountync.gov](mailto:jkeel@leecountync.gov)



**ITEM #: VI.D**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Request from Lee County School Board for the County to purchase a modular unit for Southern Lee High School

**DEPARTMENT:** Administration

**CONTACT PERSON:** Lisa Minter, Assistant County Manager

**TYPE:** Action Item

REQUEST	The Lee County Board of Education is requesting that the County provide funding for the purchase of an 8-classroom mobile pod to be used at Southern Lee until the auditorium and classroom addition can be completed.
BUDGET IMPACT	Up to \$1,152,348
ATTACHMENTS	<a href="#">Southern Lee information_.pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve up to \$1,152,348 for the purchase and setup of a 8-classroom mobile pod
SUMMARY	

Due to capacity issues at Southern Lee High School, the Board of Education is requesting that the County provided the funds for the purchase of an 8-classroom mobile pod. The cost of the pod and setup is not to exceed \$1,152,348. Please see attached document for more information provided by the Board of Education.

## Southern Lee High School Information

Southern Lee High School Capacity: 55 classrooms, 1,200 students

- Enrollment: 1,227

Ways the school has worked to accommodate increased enrollment:

- Rods/curtains purchased to divide media center into three classrooms
- Six workrooms turned into classroom space
- Two ROTC classrooms now combined into one classroom
- Seven physical education teachers sharing two classrooms
- CTE teachers sharing classrooms/equipment

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Prior requests regarding Southern Lee High School Auditorium:

CIP-FY 2012-2013 through 2021-2022 - auditorium project listed on CIP request

CIP-FY 2022-2023 - four classrooms added to original request

CIP-FY 2023-2024 - six classrooms added to original request

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Cost to purchase 8-classroom mobile pod:

Estimated purchase price which includes freight, setup, deck/ramps and taxes:

- \$932,348

Estimated price for permits (electrical, plumbing, fire), installation of fire alarm, technology, security, Duke Power, concrete:

- \$220,000

Total estimated cost for purchase and setup not to exceed \$1,152,348

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Additional Information:

- Lottery funds cannot be used for mobile structures
- Mobiles can be relocated, as needed
- Timeline for auditorium project from start to finish is a minimum of two years



**ITEM #: VII.A**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** Monthly Financial and Sales Tax Reports

**DEPARTMENT:** Finance

**CONTACT PERSON:** Candace Iceman, Finance Director

**TYPE:** Information

REQUEST	Please review the attached reports.
BUDGET IMPACT	N/A-Information only
ATTACHMENTS	<a href="#">March 2023 sales tax.pdf</a> <a href="#">May 2023 Monthly Financial Report.pdf</a>
PRIOR BOARD ACTION	N/A-Information only
RECOMMENDATION	Please review the attached reports.
SUMMARY	

The sales tax revenue report for March 2023 is attached for your review. Please remember that sales tax revenue reporting runs three months behind. Sales tax revenues are up 9.61% over the same period last fiscal year. May's monthly financial report is also attached for your review. Ad valorem tax collections have exceeded 101%. The targeted percentage used for expenditures for this period is 91.67%. Several departments are over this target due to the inclusion of encumbrances. If encumbrances are excluded, the following departments remain over target: Juvenile Detention - increased quantity and stay duration of Lee County juveniles (budget amendment approved 6/5/23), EMS - purchase of CPR machines, and Human Services Nonprofits -payment of appropriations.

Lee County  
Sales Tax Distribution  
2022-2023

Date	For the Month of	Total Distribution	Article 39	Article 40			Article 42			Article 44	Art. 44 *524	Article 46
				Total	Co. (70%)	Sch (30%)	Total	Co. (40%)	Sch (60%)			
	Jul-22	1,856,417.02	717,323.99	433,786.63	303,650.64	130,135.99	414,186.86	165,674.74	248,512.12	-	31,686.59	259,432.95
	Aug-22	1,835,651.69	698,974.21	438,925.22	307,247.65	131,677.57	408,348.04	163,339.22	245,008.82	-	31,686.59	257,717.63
	Sep-22	1,883,547.14	738,924.06	430,138.30	301,096.81	129,041.49	423,336.69	169,334.68	254,002.01	-	31,686.59	259,461.50
1st qtr totals		5,575,615.85	2,155,222.26	1,302,850.15	911,995.11	390,855.05	1,245,871.59	498,348.64	747,522.95	-	95,059.77	776,612.08
	Oct-22	1,840,570.94	719,607.81	414,564.43	290,195.10	124,369.33	412,398.67	164,959.47	247,439.20	-	31,686.59	262,313.44
	Nov-22	1,811,550.24	713,552.53	406,674.79	284,672.35	122,002.44	405,362.44	162,144.98	243,217.46	-	31,691.98	254,268.50
	Dec-22	2,096,390.58	821,915.68	478,105.44	334,673.81	143,431.63	470,302.23	188,120.89	282,181.34	-	31,691.98	294,375.25
2nd qtr totals		5,748,511.76	2,255,076.02	1,299,344.66	909,541.26	389,803.40	1,288,063.34	515,225.34	772,838.00	-	95,070.55	810,957.19
	Jan-23	1,740,237.95	675,238.66	401,512.20	281,058.54	120,453.66	387,780.78	155,112.31	232,668.47	-	31,691.98	244,014.33
	Feb-23	1,578,280.44	639,578.50	328,520.04	229,964.03	98,556.01	353,771.60	141,508.64	212,262.96	-	31,691.98	224,718.32
	Mar-23	2,019,784.22	796,912.45	450,251.58	315,176.11	135,075.47	453,497.39	181,398.96	272,098.43	-	31,691.98	287,430.82
3rd qtr totals		5,338,302.61	2,111,729.61	1,180,283.82	826,198.67	354,085.15	1,195,049.77	478,019.91	717,029.86	-	95,075.94	756,163.47
	Apr-23				-	-		-	-	-		
	May-23				-	-		-	-	-		
	Jun-23				-	-		-	-	-		
4th qtr totals		-	-	-	-	-	-	-	-	-	-	-
Grand total		16,662,430.22	6,522,027.89	3,782,478.63	2,647,735.04	1,134,743.59	3,728,984.70	1,491,593.88	2,237,390.82	-	285,206.26	2,343,732.74
Budget			9,287,126.00	4,966,457.00	3,476,520.00	1,489,937.00	4,966,457.00	1,986,583.00	2,979,874.00	-	332,000.00	3,137,535.00
% of budget received			70.23%		76.16%	76.16%		75.08%	75.08%		85.91%	74.70%

**HISTORICAL ANALYSIS OF SALES TAX RECEIVED**

*Based on actual monthly distributions*

**ARTICLE 39**

	Population	1st QUARTER	2nd QUARTER	JANUARY	FEBRUARY	MARCH	3rd QUARTER	4th QUARTER	Total	Period % change
FY 22-23		2,155,222.26	2,255,076.02	675,238.66	639,578.50	796,912.45	2,111,729.61	-	6,522,027.89	9.16%
FY 21-22		1,967,529.21	2,079,070.52	621,463.96	601,897.13	704,960.70	1,928,321.79	2,288,847.88	8,263,769.40	10.03%
FY 20-21		1,816,234.65	1,799,303.12	540,380.77	574,832.20	731,361.08	1,846,574.05	2,048,429.02	7,510,540.84	20.04%
FY 19-20		1,484,967.33	1,534,708.12	482,714.20	466,717.30	590,710.26	1,540,141.76	1,697,028.61	6,256,845.82	7.66%

**ARTICLES 40 & 42**

FY 22-23	2,548,721.74	2,587,408.00	789,292.98	682,291.64	903,748.97	2,375,333.59	-	7,511,463.33	9.96%
FY 21-22	2,240,815.70	2,402,652.27	685,470.01	668,032.57	834,100.09	2,187,602.67	2,587,839.98	9,418,910.62	15.82%
FY 20-21	1,939,728.19	2,006,038.47	613,922.01	567,308.75	777,679.96	1,958,910.72	2,227,476.88	8,132,154.26	17.40%
FY 19-20	1,709,525.38	1,763,478.33	517,515.59	514,092.32	607,273.53	1,638,881.44	1,814,977.14	6,926,862.29	5.84%

**ARTICLE 44**

FY 22-23	95,059.77	95,070.55	31,691.98	31,691.98	31,691.98	95,075.94	-	285,206.26	15.44%
FY 21-22	82,240.88	82,300.97	27,426.55	27,678.48	27,420.25	82,525.28	86,501.12	333,568.25	14.54%
FY 20-21	71,922.65	71,907.87	23,969.06	24,028.37	23,981.99	71,979.42	75,402.11	291,212.05	3.81%
FY 19-20	69,461.53	69,464.81	23,155.73	23,155.73	23,169.71	69,481.17	72,111.34	280,518.85	6.54%

**ARTICLE 46**

FY 22-23	776,612.08	810,957.19	244,014.33	224,718.32	287,430.82	756,163.47	-	2,343,732.74	9.08%
FY 21-22	710,779.81	751,674.01	216,223.82	214,258.56	255,602.46	686,084.84	822,373.74	2,970,912.40	12.44%
FY 20-21	644,403.44	622,621.09	188,733.01	196,116.79	260,032.75	644,882.55	730,420.04	2,642,327.12	21.42%
FY 19-20	527,678.15	546,792.07	167,607.43	161,490.53	193,938.22	523,036.18	578,630.15	2,176,136.55	6.13%

**TOTAL**

FY 22-23	5,575,615.85	5,748,511.76	1,740,237.95	1,578,280.44	2,019,784.22	5,338,302.61	-	16,662,430.22	9.61%
FY 21-22	5,001,365.60	5,315,697.77	1,550,584.34	1,511,866.74	1,822,083.50	4,884,534.58	5,785,562.72	20,987,160.67	12.98%
FY 20-21	4,472,288.93	4,499,870.55	1,367,004.85	1,362,286.11	1,793,055.78	4,522,346.74	5,081,728.05	18,576,234.27	18.77%
FY 19-20	3,791,632.39	3,914,443.33	1,190,992.95	1,165,455.88	1,415,091.72	3,771,540.55	4,162,747.24	15,640,363.51	6.62%

COUNTY-WIDE  
HISTORICAL ANALYSIS OF SALES TAX RECEIVED  
Based on actual monthly distributions

	Population	1st QUARTER	2nd QUARTER	JANUARY	FEBRUARY	MARCH	3rd QUARTER	4th QUARTER	Total	Period % change
<b>ARTICLE 39</b>										
FY 22-23		3,517,453.71	3,636,967.14	1,097,262.22	1,005,088.80	1,280,161.31	3,382,512.33	-	10,536,933.18	9.68%
FY 21-22		3,160,295.47	3,355,714.40	985,252.94	957,342.03	1,147,973.34	3,090,568.31	3,668,644.37	13,275,222.55	11.77%
FY 20-21		2,859,372.69	2,877,655.59	870,336.84	880,531.54	1,149,374.12	2,900,242.50	3,239,677.82	11,876,948.60	19.24%
FY 19-20		2,398,877.55	2,476,806.75	759,424.68	741,678.78	913,912.55	2,415,016.01	2,670,091.31	9,960,791.62	7.22%
<b>ARTICLES 40 &amp; 42</b>										
FY 22-23		3,457,192.86	3,509,668.50	1,070,630.02	925,488.93	1,225,882.94	3,222,001.89	-	10,188,863.25	10.12%
FY 21-22		3,035,261.37	3,254,474.51	928,492.54	904,872.93	1,129,817.03	2,963,182.50	3,508,635.38	12,761,553.76	15.64%
FY 20-21		2,633,352.08	2,723,374.14	833,453.26	770,171.65	1,055,769.12	2,659,394.03	3,019,423.77	11,035,544.02	17.52%
FY 19-20		2,316,728.29	2,389,844.66	701,330.93	696,691.74	822,969.79	2,220,992.46	2,462,826.14	9,390,391.55	6.05%
<b>ARTICLE 44</b>										
FY 22-23		128,943.03	128,957.67	42,988.33	42,988.33	42,988.33	128,964.99	-	386,865.69	15.60%
FY 21-22		111,398.09	111,479.48	37,150.20	37,491.44	37,141.67	111,783.31	117,281.41	451,942.29	14.36%
FY 20-21		97,641.37	97,621.29	32,540.12	32,620.64	32,557.67	97,718.43	102,207.93	395,189.02	3.92%
FY 19-20		94,133.39	94,137.87	31,380.37	31,380.37	31,399.32	94,160.06	97,841.94	380,273.26	6.75%
<b>ARTICLE 46</b>										
FY 22-23		776,612.08	810,957.19	244,014.33	224,718.32	287,430.82	756,163.47	-	2,343,732.74	9.08%
FY 21-22		710,779.81	751,674.01	216,223.82	214,258.56	255,602.46	686,084.84	822,373.74	2,970,912.40	12.44%
FY 20-21		644,403.44	622,621.09	188,733.01	196,116.79	260,032.75	644,882.55	730,420.04	2,642,327.12	21.42%
FY 19-20		527,678.15	546,792.07	167,607.43	161,490.53	193,938.22	523,036.18	578,630.15	2,176,136.55	6.13%
<b>TOTAL</b>										
FY 22-23		7,880,201.68	8,086,550.50	2,454,894.90	2,198,284.38	2,836,463.40	7,489,642.68	-	23,456,394.86	9.90%
FY 21-22		7,017,734.74	7,473,342.40	2,167,119.50	2,113,964.96	2,570,534.50	6,851,618.96	8,116,934.90	29,459,631.00	13.52%
FY 20-21		6,234,769.58	6,321,272.11	1,925,063.23	1,879,440.62	2,497,733.66	6,302,237.51	7,091,729.56	25,950,008.76	18.45%
FY 19-20		5,337,417.38	5,507,581.35	1,659,743.41	1,631,241.42	1,962,219.88	5,253,204.71	5,809,389.54	21,907,592.98	6.60%

Lee County  
Monthly Financial Report  
For the Month Ending May 31, 2023

	For the year ending June 30, 2022				For the year ending June 30, 2023				
	21-22 Budget	YTD Thru 5/31/2022	May 2022	% Used	22-23 Budget	YTD Thru 5/31/2023	May 2023	Encumbrances	% Used
<b>General Fund</b>									
Revenues									
Ad Valorem Taxes	48,116,740	49,333,801.22	617,858.60	102.53%	48,876,205	49,793,808.03	606,172.52	-	101.88%
Local Option Sales Taxes	18,944,306	13,874,667.53	1,511,866.74	73.24%	23,189,575	15,851,057.98	1,578,280.44	8,049.24	68.35%
Other Taxes and Licenses	584,574	948,975.86	71,486.26	162.34%	710,740	757,926.20	64,690.25	-	106.64%
Unrestricted Intergovernmental	470,657	252,060.16	60,321.77	53.55%	377,727	366,498.69	69,711.81	-	97.03%
Restricted Intergovernmental	10,817,903	6,646,645.49	620,628.96	61.44%	11,773,053	8,084,039.89	842,216.64	-	68.67%
Permits and Fees	269,192	336,045.48	28,311.45	124.83%	298,260	297,032.98	31,994.00	-	99.59%
Sales and Services	3,119,919	2,592,297.60	245,353.62	83.09%	3,285,245	3,104,346.25	326,701.52	-	94.49%
Investment Earnings	100,000	26,905.30	7,735.12	26.91%	100,000	771,183.15	107,176.04	-	771.18%
Miscellaneous	866,413	425,761.90	58,701.85	49.14%	368,654	393,715.58	12,527.87	-	106.80%
Total Revenues	83,289,704	74,437,160.54	3,222,264.37	89.37%	88,979,459	79,419,608.75	3,639,471.09	-	89.26%
Expenditures									
General Government									
Governing Body	224,079	173,075.07	12,592.26	77.24%	238,333	191,517.70	11,771.50	-	80.36%
Administration	719,693	562,364.38	42,815.90	78.14%	1,232,179	1,043,853.61	87,831.52	8,049.24	85.37%
Human Resources	558,085	454,232.31	33,011.24	81.39%	665,271	504,936.62	43,071.48	19,925.00	78.89%
Finance	632,165	538,531.89	40,665.69	85.19%	554,913	491,966.40	42,788.57	5,470.83	89.64%
Internal Services	844,913	700,753.79	66,362.49	82.94%	801,905	619,893.56	46,031.82	7,259.45	78.21%
Tax Administration	1,965,207	1,567,934.65	120,209.78	79.78%	2,192,353	1,781,214.11	119,277.29	116,504.83	86.56%
Strategic Services	498,972	452,026.74	33,547.10	90.59%	590,193	543,386.43	36,519.43	-	92.07%
County Attorney	411,405	325,802.32	26,199.91	N/A	462,022	386,486.87	35,058.53	32,132.54	90.61%
Court Facilities	40,512	31,150.08	102.14	76.89%	13,952	6,337.08	695.58	84.72	46.03%
Elections	508,604	236,701.70	21,392.72	46.54%	627,623	428,476.38	26,490.44	17,522.46	71.06%
Register of Deeds	452,557	329,367.76	38,977.98	72.78%	445,793	367,418.96	35,027.36	6,758.00	83.94%
IT	2,529,897	2,010,557.43	91,375.09	79.47%	1,648,590	1,419,270.25	83,478.95	55,768.04	89.47%
General Services	5,213,936	3,683,276.63	419,623.92	70.64%	4,736,323	3,336,385.56	292,589.06	544,145.70	81.93%
Buggy Factory	-	-	-	N/A	72,993	33,339.35	3,815.39	2,627.05	49.27%
Total	14,600,025	11,065,774.75	946,876.22	75.79%	14,282,443	11,154,482.88	864,446.92	816,247.86	83.81%
Public Safety									
Sheriff	8,635,929	6,887,042.57	354,641.84	79.75%	7,643,227	4,648,851.61	329,143.43	69,167.33	61.73%
Jail	2,671,408	1,954,188.36	75,059.38	73.15%	2,090,150	1,190,809.26	154,079.05	153,046.27	64.29%
911 Communications	380,261	348,572.62	31,688.42	91.67%	458,608	420,390.63	38,217.33	-	91.67%
State Fire Control Contribution	104,127	91,496.89	9,082.02	87.87%	106,730	103,077.65	18,725.75	3,652.35	100.00%
Medical Examiner	70,000	55,800.00	7,250.00	79.71%	70,000	53,100.00	4,950.00	-	75.86%
Juvenile Detention	81,500	92,232.00	12,566.00	113.17%	81,200	121,365.00	-	-	149.46%
Emergency Medical Services	950,890	817,334.14	83,333.33	85.95%	989,852	915,312.15	74,537.92	-	92.47%
Emergency Services	372,775	253,527.59	17,445.60	68.01%	381,783	315,580.64	20,271.25	6,447.09	84.35%
Fire Marshall	355,293	237,572.86	17,591.08	66.87%	363,057	278,792.49	23,737.93	4,937.10	78.15%
Total	13,622,183	10,737,767.03	608,657.67	78.83%	12,184,607	8,047,279.43	663,662.66	237,250.14	67.99%
Economic/Physical Development									
Planning	544,825	544,825.00	-	100.00%	560,574	560,574.00	-	-	100.00%
Economic Development	836,873	676,375.21	235.59	80.82%	1,091,520	705,810.51	35,666.06	-	64.66%
Cooperative Extension	317,832	226,809.81	20,702.59	71.36%	370,821	254,513.30	26,280.78	-	68.64%
Conservation	173,660	154,687.51	9,644.53	89.07%	148,176	115,417.91	10,594.71	-	77.89%
Total	1,873,190	1,602,697.53	30,582.71	85.56%	2,171,091	1,636,315.72	72,541.55	-	75.37%

Lee County  
 Monthly Financial Report  
 For the Month Ending May 31, 2023

	For the year ending June 30, 2022				For the year ending June 30, 2023				
	21-22 Budget	YTD Thru 5/31/2022	May 2022	% Used	22-23 Budget	YTD Thru 5/31/2023	May 2023	Encumbrances	% Used
Health and Welfare									
Health Department	5,392,378	3,507,362.21	262,838.45	65.04%	5,394,704	3,789,696.19	370,857.63	93,420.42	71.98%
Mental Health	240,000	220,000.00	20,000.00	91.67%	240,000	220,000.00	20,000.00	-	91.67%
Social Services-Admin	8,718,081	6,825,092.17	775,017.94	78.29%	8,509,999	6,738,891.99	542,163.97	59,588.34	79.89%
Social Services-Programs	1,336,635	406,713.55	33,255.39	30.43%	1,322,236	417,097.23	46,115.64	28,225.69	33.68%
Human Services Nonprofits	49,000	44,916.63	4,083.33	91.67%	62,500	58,958.15	3,541.65	-	94.33%
Human Services - Revenue Loss	-	-	-	N/A	105,000	105,000.00	-	-	100.00%
Human Services - State Grant	-	-	-	N/A	800,000	317,128.28	32,128.28	-	39.64%
Senior Services - Transportation	1,196,663	850,113.64	83,438.56	71.04%	1,345,881	984,421.82	73,819.45	14,936.67	74.25%
Senior Services - General	1,344,273	1,025,857.67	88,209.75	76.31%	1,470,949	1,200,045.11	102,614.58	25,766.48	83.33%
JCPC	205,084	183,822.07	17,658.59	89.63%	205,084	183,030.65	16,718.00	18,435.80	98.24%
Emergency and Contingency	29,643	-	-	0.00%	3,155	-	-	-	0.00%
<b>Total</b>	<b>18,511,757</b>	<b>13,063,877.94</b>	<b>1,284,502.01</b>	<b>70.57%</b>	<b>19,459,508</b>	<b>14,014,269.42</b>	<b>1,207,959.20</b>	<b>240,373.40</b>	<b>73.25%</b>
Education									
School Current Expense	19,300,524	17,682,980.37	1,607,543.67	91.62%	19,610,524	17,976,313.63	1,634,210.33	-	91.67%
School Capital Outlay	2,032,506	1,269,239.87	112,292.17	62.45%	2,032,500	1,436,722.97	112,291.67	-	70.69%
CCCC Current Expense & Civic Ctr.	3,154,030	2,891,194.13	262,835.83	91.67%	3,477,235	3,187,465.38	289,769.58	-	91.67%
CCCC Special Appropriation	200,000	53,165.50	-	26.58%	250,000	70,083.32	-	-	28.03%
CCCC Eugene Moore Center					920,000	711,277.66	207,585.00	-	77.31%
CCCC Capital Outlay	75,000	68,750.00	6,250.00	91.67%	100,000	91,666.63	8,333.33	-	91.67%
<b>Total</b>	<b>24,762,060</b>	<b>21,965,329.87</b>	<b>1,988,921.67</b>	<b>88.71%</b>	<b>26,390,259</b>	<b>23,473,529.59</b>	<b>2,252,189.91</b>	<b>-</b>	<b>88.95%</b>
Cultural and Recreational									
Libraries	881,439	673,237.88	48,392.09	76.38%	999,213	746,059.03	87,459.98	28,959.97	77.56%
Library-Grants	-	-	-	N/A	68,882	6,475.33	6,475.33	11,044.67	-
Parks and Recreation	2,302,180	1,877,625.71	149,711.04	81.56%	2,457,369	1,976,453.19	210,280.63	65,619.75	83.10%
Nonprofits	10,500	9,625.11	875.01	91.67%	7,500	6,875.00	625.00	-	91.67%
<b>Total</b>	<b>3,194,119</b>	<b>2,560,488.70</b>	<b>198,978.14</b>	<b>80.16%</b>	<b>3,532,964</b>	<b>2,735,862.55</b>	<b>304,840.94</b>	<b>105,624.39</b>	<b>80.43%</b>
Debt Service	11,124,976	11,111,833.93	1,975,799.54	99.88%	11,643,345	11,516,476.13	1,953,994.88	-	98.91%
<b>Total Expenditures</b>	<b>87,688,310</b>	<b>72,107,769.75</b>	<b>7,034,317.96</b>	<b>82.23%</b>	<b>89,664,217</b>	<b>72,578,215.72</b>	<b>7,319,636.06</b>	<b>1,399,495.79</b>	<b>82.51%</b>
Revenues Over (Under) Expenditures	(4,398,606)	2,329,390.79	(3,812,053.59)	N/A	(684,758)	6,841,393.03	(3,680,164.97)	N/A	N/A
Other Financing Sources (Uses):									
Transfers From Other Funds	350,293	350,293.00	350,293.00	100.00%	353,698	-	-	-	0.00%
Transfers to Other Funds	(1,941,602)	-	-	0.00%	(5,757,487)	(310,000.00)	-	-	5.38%
<b>Total Other Financing Sources (Uses)</b>	<b>(1,591,309)</b>	<b>350,293.00</b>	<b>350,293.00</b>	<b>-22.01%</b>	<b>(5,403,789)</b>	<b>(310,000.00)</b>	<b>-</b>	<b>-</b>	<b>N/A</b>
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(5,989,915)	2,679,683.79	(3,461,760.59)	N/A	(6,088,547)	6,531,393.03	(3,680,164.97)	N/A	N/A
Appropriated Fund Balance	5,989,915	-	-	0.00%	6,088,547	-	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	2,679,683.79	(3,461,760.59)	N/A	-	6,531,393.03	(3,680,164.97)	N/A	N/A



**ITEM #: VII.B**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

**MEETING DATE:** June 19, 2023

**SUBJECT:** County Manager's Monthly Report for June 2023

**DEPARTMENT:** Administration

**CONTACT PERSON:** Hailey Hall,

**TYPE:** Information

REQUEST	Informational
BUDGET IMPACT	N/A
ATTACHMENTS	<a href="#">County_Managers_Monthly_Report_6-19-23 BOC Meeting.docx</a> <a href="#">Library_6.14.23 Lee County Library Board Agenda.pdf</a> <a href="#">Library_2023_May_Director_Report.pdf</a> <a href="#">Parks and Rec_6.26.23 Agenda.docx</a> <a href="#">Parks and Rec_Minutes_4-26-23</a> <a href="#">Permit_Issuance_Summary May 2023.pdf</a> <a href="#">Tax_Monthly Managers Report May 2023.docx</a> <a href="#">June TRC Agenda [06.02.23].pdf</a>
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Informational
SUMMARY	

County Manager Lisa Minter will provide a monthly report for the month of June 2023 to include updates on projects, department reports, and upcoming dates for the Board of Commissioners.

## County Manager's Report – May 15, 2023

### Ongoing Projects

**Moore Training Facility** – Terraquest continues to monitor the hazardous waste site at the Moore Center. There is one SWMU that will require additional mitigation before DEQ will consider “no further action” for the site. Terraquest is recommending that we put in a skimmer system to assist with the mitigation of the last SWMU. Ryan Kerins with Terraquest will be at our meeting on 6/19/2023 to explain the system. All other SWMU's have been closed out with no further action required by the Department of Environmental Quality. There is no timeline as to when the final “no further action” will be given since it is contingent on DEQ's testing standards and authorization.

**Multi-Sports Complex** – The design of the Sportsplex is currently in the construction document review phase. Staff is working with McAdams to get CD drawings to 100% with target to send out to bid July 18, 2023 with a due date prior to Labor Day. Notice of TRC approval was provided for the project on April 13, 2023. Erosion control was also approved. NCDOT has provided a preliminary approval for an access break on Highway 42 that will be subject to final approval once NCDOT performs an appraisal to determine fees associated with the access break. Appraisal is scheduled for July 2023. McAdams is working with NCDOT on final reviews of the roundabout design. Some concerns were expressed by City of Sanford engineering staff regarding the location of the gate, water meter, backflow preventer, and maintenance of the utility (water/sewer) lines through the park. Staff met with the City last week to discuss the concerns and reached an agreement related to the gate and maintenance of the utility lines as public. The next cost estimates for the project should be received in late June.

**Horton Pool** – The bath house contractor (JMT) is working on the final punch list items. The pool contractor (Southeast Aquatics) is working toward finalizing construction related to the pool. As of June 14, 2023, Southeast is 44 days past the substantial completion date of May 1, 2023. Southeast has been notified of the County's intention of enforcing liquidated damages and is disputing damages due to alleged delays related to electrical bonding tests. The dispute is based on inaccurate statements from Southeast. County staff is working with McGill Associates to submit a response. Development Services has maintained a log of daily monitoring reports documenting the project's progress. The pool has been plastered and filled with water and the splashpad equipment has been installed. An inspection was performed on June 8, 2023 that identified several items that will need to be addressed before the pool can be opened. The next site visit with JMT, Southeast, and McGill will take place on June 15, 2023.

**Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park** – WithersRavenel has completed 100% drawings for KCP Phase II and staff looks to go out to bid in the next month for construction costs. Phase II at KCP includes a smaller playground structure for children ages 2-5, a restroom and shelter combination located where the existing restrooms are, and ADA accessible sidewalks throughout the park. Items for Phase II at Temple Park have been ordered. The Shelter/Restroom materials are now expected in the next couple of weeks, while the playground is still five months out. Staff is working with Jeremy Thomas of J. Thomas Engineering to connect the restrooms to sewer and water once the facility is built. Churchich Recreation will install the playground structure for children ages 2-12.

**Library Building Project** – Vines Architecture is currently in the Design Development phase of the project and is starting to design interior spaces within the library and finalizing an overall layout plan for the new building. Discussions continue related to planning for Audio, Visual, IT, building system, and security needs. J. Thomas Engineering will complete design work for outside utility

connection to the site once an easement is procured and final determination for connection is made.

**Historic Courthouse** – Hobbs Architects continues work on the design for the rehabilitation projects to include roof replacement, below grade waterproofing, masonry repair, portico slab and terrazzo repair, and replacement of doors/windows. The rehabilitation will depend on available funding, which includes grant funds received from the State. Due to the grant funding received for the project, the State Department of Natural and Cultural Resources will continue to play an active role in the design and rehabilitation. The priority of the project is to replace the roof with material complimentary to the historic building.

**EMS Parking Rehabilitation** – The parking lot at the EMS Ambulance Station located at 1218 Central Drive has been completed subject to final inspection.

**Jail Feasibility Study** – The Request for Proposals for the jail feasibility study will be issued next week.

**Human Services Consolidation** – The first meeting for the new Consolidated Human Services Board will be held on July 12, 2023 at 7:00 p.m. in the Gordon Wicker Room at the Government Center.

### **Reports**

**Tax** – The Tax Department Collections report for May.

**Building Inspections** – Attached are the monthly inspection reports for May 2023. The full report is available upon request.

**Library Board of Trustees** – The Library Director’s May report and 6/14/2023 Board of Trustees meeting agenda is attached.

**Parks and Recreation** – Parks and Recreation Agenda for the June 26, 2023 meeting and Minutes for the April 24, 2023 is attached.

**TRC** – The TRC Agenda for June is attached.

### **Upcoming Meetings/Events:**

July 24, 2023 – Board of Commissioners Meeting – Civic Center– 6:00 p.m.

August 21, 2023 – Board of Commissioners Meeting – Civic Center – 6:00 p.m.

August 24-26 – NCACC Conference – Raleigh, NC

September 18, 2023 – Board of Commissioners Meeting – Civic Center – 6:00 p.m.



## PROPOSED Meeting Agenda of the Lee County Libraries Board of Trustees

DATE: Wednesday, June 14<sup>th</sup>, 2023

TIME: 5:30 pm

LOCATION: Main Library Auditorium @ 107 Hawkins Ave., Sanford\*

*(\*Please note this is an open meeting. The public is welcome. The Main Library is closed to the public during this time.)*

- I. Call to Order
- II. Roll Call
- III. Adoption of Current Agenda
- IV. Approval of Previous Meeting Minutes
- V. Library Board Comments
- VI. Public Comments
- VII. Library Director Report
  - a. See attached
- VIII. Old Business
  - a. New Library Project Updates
- IX. New Business
  - a. Proposed Library Policy Review Schedule
  - b. Broadway Hours in 23-24
  - c. 23-24 Fee schedule
- X. Other Business
  - a. POP!-con updates
- XI. Adjournment

### ***Important Dates:***

- *Per Lee County Library Board of Trustee By-laws, there will not be a meeting in July 2023.*
- *Next Board Meeting is tentatively scheduled for Wednesday, August 9<sup>th</sup>, 2023 at 5:30PM to be held at the Main Library Auditorium.*
- *Libraries will be closed for Independence Day on Tuesday, July 4<sup>th</sup>, 2023.*



Useful Stats	APRIL 2022	APRIL 2023	MAY 2022	MAY 2023
Circulations:	8582	10,524	8428	11,739
Main Door Count:	3722	4,721	4328	5464
Broadway Door Count:	XX	71	XX	44
Curbside Pick-Ups:	42	37	31	47
e-Inc Check Outs:	2080	2,319	2309	2465
NC Kids Check Outs:	647	1037	1101	2092
Website Views:	3034	3,325	3502	3967
WiFi Use:	716	1,248	877	975

\*Door counter is malfunctioning.

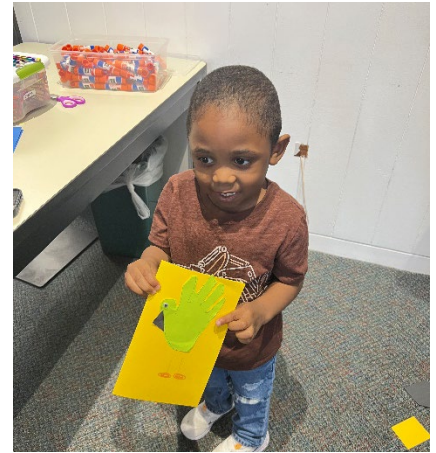
Other: Facebook Followers: 2,439 | Instagram Followers: 1,055 | YouTube subscribers: 344

### Programs & Community Outreach

- **In-Person Story Times:** In-person story times are Wednesdays & Thursdays at 10 AM. Wednesday's story times are also offered via Facebook Live and then uploaded to our YouTube channel. May's general theme was: "Spring has Sprung!"
- **Monthly Saturday Story Time:** Offered on the 3<sup>rd</sup> Saturday of the month at 10 AM at the Main library. May's theme was: "Spring has Sprung!"
- **Story Time in the Park:** Will resume on June 5<sup>th</sup>, 2023 at the Kiwanis Family Park Gazebo on Mondays at 10 AM.
- **LCL Science Explorers:** Science program ideal for preschool-early elementary age children offered monthly on the 3<sup>rd</sup> Saturday at 11 AM. Participants earn a button each session. May's theme was "Properties of Matter: Lava Lamps & Snack Snaps".
- **LCL STEAM Club:** Meets on the 4<sup>th</sup> Tuesday of the month at 6 PM at the Main library. The club is geared toward older elementary and middle school students. In partnership w/Lee County 4-H Club. May was "Wind-up Cars" and met on Tuesday, May 23<sup>rd</sup>.
- **Monthly Movie Night:** Movie nights at the library on the 2<sup>nd</sup> Tuesday of the month at 6 PM. Movie night in May we welcomed guests to enjoy the film "Sherlock Gnomes" along with a snack.
- **NEW! LCL Local History Club:** This new club meets on the first Tuesday of the month at 6 PM. May's Topic was: "100 Years of Sanford Local Pottery".
- **History Club:** History Club is in person on the 3<sup>rd</sup> Thursday of the month at 3:30 PM. May topic was "Ruling Queens of England."



- **LCL Getting Crafty with Adults and Teens:** monthly craft on the 3<sup>rd</sup> Thursday at 12:30 PM. May featured “Spring Glass Magnets”.
- **Teen Anime Club:** Teens (ages 13-18) are welcome to attend on the 2<sup>nd</sup> Tuesday of the month at 4 PM. Participants will view an anime film, do a craft or practice drawing, discuss Anime titles, and enjoy a snack. This month participants watched “Star Wars Visions”.
- **Lee Readers:** The club meets on the 3<sup>rd</sup> Tuesday of the month at 4 PM at the Main Library. May’s meeting was canceled.
- **Banned Book Club:** The club meets on the 3<sup>rd</sup> Tuesday of the month at 6 PM at the Main Library. The May title was “Fried Green Tomatoes at the Whistle Stop Café” by Fannie Flagg.
- **New York Times Best Sellers Self-Guided Book Club: The book club is now self-guided.** Staff selects a title, creates a reader’s guide to accompany the title and displays the available formats throughout the month. May’s title was “The Shack” by William P. Young.
- **Pen Pal Program:** We currently have 18 Lee County students participating in a Pen Pal Program with the Seminole Community Library in Florida. Seminole will no longer be taking new students, outreach staff is exploring options for new Pen Pal opportunities in and outside NC.
- **Special Program:** Drop in Craft “Spring-y Flowers” in the Children’s Dept. on 5/19/23. All supplies were provided to participants.
- **Take Home Crafts:** April featured three new crafts “Daffodils”, “Butterflies”, and “Poppies”. 150 of each were distributed to individuals to take home!
- **Artist in Residence:** May’s Artist was unable to display.
- **Special Program:** 2<sup>nd</sup> Saturdays at the Sanford Farmer’s Market. Staff represented the library at the market with library information and a fun strawberry bookmark craft. We will be there again in June, July, & August on the 2<sup>nd</sup> Saturday to share Summer Reading information!
- **Special Program:** The library welcomed over 100 2<sup>nd</sup> grade students from Greenwood Elementary School on May 4<sup>th</sup>, 2023. We were able to share library information, Summer Reading, did a craft, and toured the Children’s Department.
- **Books-to-Go and Monthly Outreach programs:** included delivery to 12 county organizations receiving a selection of either rotating library book collection or specifically selected from our donations. We currently have 13 residents participating in our homebound delivery program.
- **Monthly Outreach:** Ms. Delisa and outreach staff hosts programming for our community members unable to get to the library on a consistent basis. Outreach included:
  - Story Times at several daycares and preschools throughout the month at Tiny Tots, Lee Christian, Education Station, Small Hands Big Future, and others.
  - Crafts at Bayberry Retirement Inn.
  - Bingo! at Sanford Manor and at Bayberry Retirement Inn.



- Bi-weekly visits to the Enrichment Center for Library Card Sign Up, Book Delivery and instruction on library resources such as Libby, and Digital Book program through the State Library.
- **Online Programming:** Our YouTube channel had 191 times views in April 2023.
- **Monthly Online Story Time:** Each month on the first Friday, the library posts an Online Story Time to our YouTube Channel. May's video was a "Throwback" from last May 2022. May's most watched video was "The Dewey Decimal System" with 31 views followed by "What Did They See" with 11 views.
  - \* Website: <http://library.leecountync.gov>
  - \* Facebook: <http://facebook.com/LeeCountyLibrarySanfordNC>
  - \* Youtube: Lee County Libraries NC
  - \* Instagram: @leecountylibrariesnc



## Patron Services & NC Cardinal

- We had 123 new patron library card applications in May 2023.
- Tech Help and Proctoring services are available by appointment any time.
- Curbside Pick-up Service is offered whenever the library is open.
- "Print from home" is available to patrons through our website. Free WiFi through the library or through WiFi offered through our Park and Learn Grant with NC Student Connect is available 24/7 in our parking lots.
- Exterior book drops at both libraries are open 24/7.

## Collections & Displays

- Top circulating location for May 2023 was Easy Fiction. The next top 3 locations were: Adult Fiction, Juvenile Non-Fiction, and Adult Large Print.
- Staff continues to assess the current collection for condition, relevancy, and demand.
- Staff created spotlight displays in May. They included: "Memorial Day" (family barrel), "Mental Health Awareness Month" (adult barrel), "Star Wars" (adult barrel), "Anime" (Teen Dept.), "I Spy - May" (cabinet in Children's Dept.) and "Mother's Day". (Children's Dept.); Bulletin Board in the Auditorium is decorated for Spring.

## Personnel, Meetings & Training

- An accepted offer has been made for Library Assistant II – Programming position. Tentative start dates is June 21, 2023
- The Lee County Commissioners have approved the proposed Payscale and 7% COLA for all county staff. The new salaries will be effective July 1, 2023.
- The position of Librarian I - YS Services remains posted, we are currently accepting qualified applicants.

- Staff is encouraged to attend webinars, trainings, meetings that are related to their job duties. Approved professional development opportunities are done during work hours and documented in staff files.

### **Library Space & Safety Improvements**

- Safety committee meets once a month.
- New patron counter installation installed as of 6/7/23.
- Upgraded camera system project is in process.

### **Important Dates to remember:**

- Per Lee County Library Board of Trustee By-laws, there will not be a meeting in July 2023.
- Libraries will be closed for Independence Day on Tuesday, July 4th, 2023
- Next Board Meeting is tentatively scheduled for Wednesday, August 9th, 2023 at 5:30PM to be held at the Main Library Auditorium



# Parks and Recreation Advisory Committee

## Meeting Agenda

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Location: Bob Hales Center 147 McIver Street, Sanford NC 27330

Time: 5:30pm

Date: June 26<sup>th</sup>, 2023

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I. MEETING CALLED TO ORDER

II. AGENDA ADJUSTMENTS / APPROVAL OF AGENDA

III. CONSENT

A) Meeting Minutes May 22<sup>nd</sup>, 2023

IV. PUBLIC COMMENT

V. OLD BUSINESS

A) Update on Projects

VI. NEW BUSINESS

A) Parks and Recreation Logos and Branding

B) Lee County Multi-Sports Complex road names

VII. Additional Comments

VIII. Adjournment



# Parks and Recreation Advisory Committee

## Meeting Minutes

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Location: Bob Hales Center 147 McIver Street, Sanford NC 27330

Time: 5:30pm

Date: April 24, 2022

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Members present were, Chairman Chad Spivey, Vice Chair Greg Crowson, Cameron Sharpe, Larry Laster, Tiara White, Matt McCrimmon, Nakeshia Richmond, also present were Joseph Keel, Parks and Recreation Director and Judith Wilson secretary.

Absent: Mickey Bowman, Heather Sinks and Bobby Piggie

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### I. MEETING CALLED TO ORDER

Chairman Chad Spivey called the meeting to order at 5:30pm

### II. AGENDA ADJUSTMENTS / APPROVAL OF AGENDA

None. Greg Crowson motioned to approve the agenda, Nakeshia Richmond seconded, all in favor unanimous.

### III. CONSENT

#### a) Meeting Minutes January 23, 2023

Greg Crowson motioned to approve the minutes, Nakeshia Richmond seconded, all in favor unanimous.

### IV. PUBLIC COMMENT

None

### V. OLD BUSINESS

#### a) Update on Projects

Horton pool's Bathhouse is getting A temporary certification of occupancy this week and looks great. The pool, however, does not look like it will be finished on time, we might be getting into a situation where we may have some liquidated damages on the pool contractor because he won't meet the expectation of the contract. Our plan is to still open the pool to have summer swimming at Horton. At Temple we have ordered the new shelter restroom combination, and the new playground and it will be about six weeks before the shelter



## Parks and Recreation Advisory Committee

### Meeting Minutes

Recreation we could be Parks Recreation and Cultural Resources. We'll be looking to add more staff Joseph Keel proposes in next year's budget for two more full-time staff members to help maintain it. Having multiple hiking and mountain bike trails, the hiking trails would go around where the Endor Iron Furnace sits so we can put up signs about the history of furnace. With all the work at O.T Sloan Park that's going to be taking place, Joseph Keel thinks it would be a great asset to move the disc golf course out to that property. We want to have a joint resolution with the city for us to pursue going after this property the city has signed off on their end. Rebuilding the furnace would be the last thing we would do that is estimated at \$6 million. Joseph Keel and board review the site map and discuss the proposed layout. Greg Crowson makes a motion to move forward with the joint resolution to support the Endor Iron Furnace, Larry Laster seconded, all in favor, unanimous.

#### d) Pool Service Contract

Back in 2020 Joseph Keel has pushed for a pool service contract to bring a company to run the pool for us. We did a RFP three weeks ago and got 2 bids back and through the grading process chose Carolina pool management and their feed run OT Sloan and Horton pools is \$222,000 that will cover staffing, chemicals scheduling all the manpower and we requested in our budget 179,000 just for staff, General Services requested 70,000 for just chemicals. Larry Laster makes emotion to move forward with the pool service contract Tiara White seconded all in favor unanimous.

#### VII. Additional Comments

Assistant Parks & Rec. Director position Brandon 's old position will be making a decision tomorrow and looking to have that position filled in four weeks we had over 60 applicants and narrowed it down to three.

#### VIII. Adjournment

Nakeshia Richmond motion to adjourn the meeting at 6:28 PM, Larry Laster seconded all in favor unanimous.



## Parks and Recreation Advisory Committee

### Meeting Minutes

restroom will be delivered. The actual contractor that we ordered the equipment through will be installing everything. We are still about 5 months out on the playground. Then we'll have to look to see what is left in that project budget to do some grading and earth moving because we are having some drainage issues. KCP we've got DEQ to sign off on phase one so now we can move to phase two, just as a reminder that was a part F grant so it's 50/50 funding to get the new 2 to 5 playground and shelter restroom combination, there will be a lot of earth moving and sidewalks which will make this park will be ADA accessible. Had a meeting this morning with the engineering firm for Sports Complex bidding was supposed to start in about a month but has been pushed back six weeks.

#### **b) Egg-A-Polooza Event**

Staff did a great job, we had 8000 eggs to be given out and we made it to 11:15 AM before the rain came. This event was a partnership with the city, they brought in a DJ and food trucks. Special events will be big going forward, to see our first Easter egg hunt with over 1000 people show up that was awesome. We are looking to do more big events with the city in the future.

### **VI. NEW BUSINESS**

#### **a) Recognition of the LC PR Basketball Team**

10 U boys' team the Calves And the 12U girls' team the Mercury both went undefeated for the season. Coach Tavares Toomer spoke and handed out medals for 10U boys. Coach Valencia Toomer spoke and handed out medals for 12U girls' team.

#### **b) Spring Baseball/Softball T-ball registration**

Last year we had 600 participants we increased this year to 630 participants we have no room to grow any more with the fields we currently have. We could potentially grow to 800- 850 when the Sports Complex is completed.

#### **c) Consider Joint Resolution supporting the Endor Iron Furnace Property**

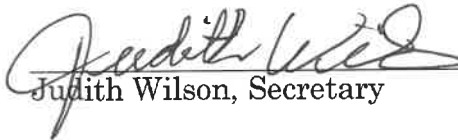
Back in December we went to Raleigh and talked to The Department of Natural Cultural Resources who own the property; they have no plans for it, and they would like to see what our proposal would be if we were to take it over. We have done multiple tours of the property with them and what they proposed is a 99-year lease for a dollar a year. They would still own the property, but we would maintain it. The property is about 425 acres along the Deep River, so it has the potential to add another kayak launch also has the potential of adding another division of Parks and Recreation instead of Parks and



## Parks and Recreation Advisory Committee

### Meeting Minutes

 , Chairman  
Lee County Parks & Recreation Commission

   
Judith Wilson, Secretary



## PERMIT ISSUANCE SUMMARY (05/01/2023 TO 05/31/2023) FOR CITY OF SANFORD/LEE COUNTY/ BROADWAY

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Non-Residential)	Accessory Structure	1	6,000	\$240,000.00	\$1,080.00
	Addition	1	2,000	\$180,000.00	\$680.00
	Alteration	6	1,500	\$4,096,124.00	\$19,819.00
	New	3	17,174	\$6,650,195.12	\$5,874.00
	Other	2	0	\$543,909.59	\$2,175.64
<b>BUILDING (NON-RESIDENTIAL) TOTAL:</b>		<b>13</b>	<b>26,674</b>	<b>\$11,710,228.71</b>	<b>\$29,628.64</b>
Building (Residential)	Accessory Structure	10	4,874	\$167,586.00	\$667.50
	Addition	11	2,624	\$130,896.50	\$865.50
	Manufactured Home	4	0	\$0.00	\$220.00
	New	32	87,247	\$7,009,216.29	\$17,065.00
	Other	3	0	\$99,970.00	\$295.00
	Renovations	12	282	\$442,723.00	\$1,291.62
<b>BUILDING (RESIDENTIAL) TOTAL:</b>		<b>72</b>	<b>95,027</b>	<b>\$7,850,391.79</b>	<b>\$20,404.62</b>
Demolition	Non-Residential	1	0	\$0.00	\$590.00
	Residential	4	0	\$0.00	\$2,360.00
<b>DEMOLITION TOTAL:</b>		<b>5</b>	<b>0</b>	<b>\$0.00</b>	<b>\$2,950.00</b>
Electrical (Non-Residential)	Accessory Structure	1	4,800	\$57,900.00	\$60.00
	Addition	1	702	\$199,166.00	\$155.00
	Alteration	4	0	\$0.00	\$405.00
	Miscellaneous	6	0	\$0.00	\$430.00
	New Construction	4	0	\$0.00	\$1,970.00
	Power Restoration	1	0	\$0.00	\$60.00
	Service Change	1	0	\$0.00	\$75.00
	Sign	1	0	\$0.00	\$60.00
<b>ELECTRICAL (NON-RESIDENTIAL) TOTAL:</b>		<b>19</b>	<b>5,502</b>	<b>\$257,066.00</b>	<b>\$3,215.00</b>
Electrical (Residential)	Accessory Structure	8	2,280	\$164,527.00	\$480.00
	Addition	3	1,050	\$43,500.00	\$335.00
	Alteration	12	282	\$203,056.11	\$795.00
	Manufactured Home	3	0	\$0.00	\$110.00
	Miscellaneous	15	0	\$800.00	\$945.00
	Modular	2	1,664	\$195,756.00	\$150.00
	New Construction	46	59,703	\$5,350,989.00	\$6,250.00
	Pool	2	0	\$0.00	\$120.00
	Power Restoration	3	0	\$12,975.00	\$180.00
	Repair	4	0	\$0.00	\$270.00
	Service Change	3	0	\$0.00	\$225.00
	<b>ELECTRICAL (RESIDENTIAL) TOTAL:</b>		<b>101</b>	<b>64,979</b>	<b>\$5,971,603.11</b>
Fire	ABC	1	0	\$0.00	\$100.00
	Fire Alarm	3	191,189	\$3,397,400.00	\$3,198.66
	Fire Operational	1	4,966	\$1,176,000.00	\$200.00
	Fire Suppression	5	88,811	\$7,524,324.00	\$2,051.22
<b>FIRE TOTAL:</b>		<b>10</b>	<b>284,966</b>	<b>\$12,097,724.00</b>	<b>\$5,549.88</b>
Malt Beverage	Malt Beverage	1	0	\$0.00	\$60.00
<b>MALT BEVERAGE TOTAL:</b>		<b>1</b>	<b>0</b>	<b>\$0.00</b>	<b>\$60.00</b>

*\* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

## PERMIT ISSUANCE SUMMARY (05/01/2023 TO 05/31/2023)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Mechanical	Non-Residential	17	10,640	\$716,328.00	\$3,579.50
	Residential	130	23,884	\$1,324,300.00	\$12,063.00
<b>MECHANICAL TOTAL:</b>		<b>147</b>	<b>34,524</b>	<b>\$2,040,628.00</b>	<b>\$15,642.50</b>
Plumbing (Non-Residential)	New	7	0	\$48,500.00	\$878.50
	Other	2	0	\$0.00	\$230.50
<b>PLUMBING (NON-RESIDENTIAL) TOTAL:</b>		<b>9</b>	<b>0</b>	<b>\$48,500.00</b>	<b>\$1,109.00</b>
Plumbing (Residential)	Addition	5	1,203	\$102,283.00	\$437.50
	Alteration	3	2,576	\$185,800.00	\$284.50
	Manufactured Home	4	0	\$0.00	\$200.00
	Modular	2	0	\$0.00	\$142.00
	New	48	39,085	\$4,103,379.00	\$6,021.00
<b>PLUMBING (RESIDENTIAL) TOTAL:</b>		<b>62</b>	<b>42,864</b>	<b>\$4,391,462.00</b>	<b>\$7,085.00</b>
Pool	Residential	2	0	\$0.00	\$120.00
	<b>POOL TOTAL:</b>		<b>2</b>	<b>0</b>	<b>\$0.00</b>
Sign	New	7	43	\$0.00	\$480.00
	<b>SIGN TOTAL:</b>		<b>7</b>	<b>43</b>	<b>\$0.00</b>
<b>GRAND TOTAL:</b>		<b>448</b>	<b>554,578</b>	<b>\$44,367,603.61</b>	<b>\$96,104.64</b>

*\* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*



# Memo

To: Lisa Minter, County Manager  
From: Michael Brown, Tax Administrator  
Date: June 8, 2023  
Re: Monthly Forced Collection Efforts report for May 2023

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<b>May 2023</b>	
Accounts researched	478
Accounts Updated with Collection info	100
<b>May total</b> collections (all)	\$ 227,477.72
<b>May</b> collections for <b>county only</b> (G01)	\$ 274,254.83
Garnishments/Attachments Issued	121
Contacts Made on Delinquent Accounts	120
Delinquent Statements Mailed	99
Payment Agreements Implemented	2
Foreclosure Warning Letters Mailed	16

# Sanford / Lee County / Broadway TECHNICAL REVIEW COMMITTEE AGENDA

115 Chatham Street, Sanford, NC 27330

Phone 919-718-4656

[zoning@sanfordnc.net](mailto:zoning@sanfordnc.net)

## TO: SANFORD / LEE COUNTY / BROADWAY (TRC) MEMBERS

Sanford/Lee Co. Community Development Dept.:	David Montgomery, Long Range-Transportation Planner
Sanford/Lee Co. Community Development Dept.:	Curtis Lee, Long Range Planner I
Sanford/Lee Co. Zoning & Design Review Dept.:	Amy J. McNeill, Zoning Administrator
Sanford/Lee Co. Zoning & Design Review Dept.:	Thomas Mierisch, Planner II
Sanford/Lee Co. Zoning & Design Review Dept.:	Tanner O'Quin, Planner I
Sanford/Lee County Building Inspections Dept.:	Chris Riggins, Inspections Administrator
Sanford/Lee County Building Inspections Dept.:	Nelson Daniels, Field Superintendent
Sanford Public Works Dept. / Engineering Division:	Sherry Earley, City Engineer
Sanford Public Works Dept. / Engineering Division:	Mary DePina, Civil Engineer II
Sanford Public Works Dept. / Engineering Division:	Fedd Walker, Public Works Manager
Sanford Fire Department:	Alex Collazo, Deputy Fire Marshal
Sanford Fire Department:	Ken Cotten, Deputy Chief / Fire Marshal
Lee County Office of Emergency Services:	Aaron Bullard, Lee County Fire Marshal
Lee County Environmental Health Dept.:	Andrew Currin, Environmental Health Supervisor
Lee County Strategic Services Dept.:	Don Kovasckitz, GIS Administrator
Lee County Schools:	Justin Covert, Transportation Director
NCDOT:	Janet James, Assistant District Engineer, Division 8, District 2
NCDOT:	Dago JuarezPozos, District Engineer, Division 8, District 2

CC: Project Managers/Designers and Project Representatives

## FROM: SANFORD/LEE COUNTY ZONING & DESIGN REVIEW DEPT.

DATE: **6/02/2023**

RE: TRC agenda for **June 2023**. There will be a **in-person meeting** held among staff and applicants at the Buggy Building in Downtown Sanford, located at 115 Chatham Street, Suite 1, Sanford, NC 27330.

Review comments should be provided to me within 30 days of the TRC review.

Please upload comments to our [TRC Workspace in Notion](#) or send in all comments pertaining to these projects to me via email by **July 6<sup>th</sup>, 2023** ([thomas.mierisch@sanfordnc.net](mailto:thomas.mierisch@sanfordnc.net)):

### TRC-06-25-23—COLE VILLAGE APARTMENTS [Concept Plan Review] 09:00AM

LOCATION: 3410 Hawkins Avenue (former site of Cole Pottery, just north of the Oak Park Road intersection/Pfizer entrance)

LEE CO. PIN NO.: 9645-50-2753-00 and 9645-40-2727-00

ZONING: RA (Residential Agricultural)

ACRES: 29.46 +/- acres

DESCRIPTION: Proposed new multi-family apartment complex.

UTILITIES: Public water is available along Hawkins Ave.; public sewer will need to be extended from adjoining property to the east of the site.

STREET(s): Hawkins Avenue is NCDOT-maintained.

JURISDICTION: Lee County jurisdiction.

APPLICANT: Beth Blackmon | 919-866-4509 | [beth.blackmon@timmons.com](mailto:beth.blackmon@timmons.com)

PROJECT MANAGER: Mark Lyczkowski | 919-842-0334 | [mark@fig.llc](mailto:mark@fig.llc)

PLANNER: Tanner O'Quin | 919.718.4656 ext. 5398 | [tanner.oguinn@sanfordnc.net](mailto:tanner.oguinn@sanfordnc.net)

**NOTE: The subject property must be annexed and rezoned to be developed in the manner proposed.**

IF YOU ARE UNABLE TO ATTEND THE MEETING, PLEASE FORWARD REVIEW COMMENTS &/OR QUESTIONS TO THE PROJECT PLANNER. Thank you.

**TRC-06-26-23— KELLER-ANDREWS ROAD TOWNHOME SUBDIVISION [Concept Plan Review] 09:30AM**

**LOCATION:** 3310 Keller Andrews Road (at the curve in Keller Andrews Road running parallel to US 1 Hwy)

**LEE CO. PIN NO.:** 9632-82-9799-00 and 9632-82-6535-00

**ZONING:** R-12 (Residential Mixed)

**ACRES:** 8.59 +/- acres

**DESCRIPTION:** Proposed new townhome development on a vacant lot; project will comprise 66 townhomes units.

**UTILITIES:** Public water is available along Keller Andrews Road; public sewer must be extended from across US 1 Hwy.

**STREET(s):** Keller Andrews Road is an NCDOT-maintained roadway.

**JURISDICTION:** City of Sanford.

**APPLICANT:** Tony M. Tate, PLA | 919-484-8880 | [tony@tmtla.com](mailto:tony@tmtla.com)

**PROJECT MANAGER:** Rob Bailey | 919-239-4747 | [rbailey@randrdev.com](mailto:rbailey@randrdev.com)

**PLANNER:** Thomas Mierisch | 919.718.4656 ext. 5396 | [thomas.mierisch@sanfordnc.net](mailto:thomas.mierisch@sanfordnc.net)

**NOTE:** The subject property must be rezoned to be developed in the manner proposed.

**TRC-06-27-23— HARKEY TOWNS NORTH [Concept Plan Review] 10:00AM**

**LOCATION:** 0 Harkey Road (between Hillwood Street and W. Garden Street)

**LEE CO. PIN NO.:** 9642-91-3839-00 and 9642-92-3215-00

**ZONING:** R-12 (Residential Mixed)

**ACRES:** 12 +/- acres

**DESCRIPTION:** Proposed new townhome development on with 90 campus-style units.

**UTILITIES:** Public water is available along Harkey Road and Hillwood Street; public sewer is available along Hillwood Street.

**STREET(s):** Harkey Road is an NCDOT-maintained roadway.

**JURISDICTION:** Partially City of Sanford, partially ETJ.

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**PLANNER:** Thomas Mierisch | 919.718.4656 ext. 5396 | [thomas.mierisch@sanfordnc.net](mailto:thomas.mierisch@sanfordnc.net)

**NOTE:** The subject property must be annexed and rezoned to be developed in the manner proposed.

**TRC-06-28-23— HARKEY TOWNS SOUTH [Concept Plan Review] 10:30AM**

**LOCATION:** 0 Harkey Road (between Hillwood Street and W. Garden Street)

**LEE CO. PIN NO.:** 9642-92-3215-00 and 9632-82-6535-00

**ZONING:** R-12 (Residential Mixed) and R-20 (Residential Single-Family)

**ACRES:** 8.59 +/- acres

**DESCRIPTION:** Proposed new townhome development on a vacant lot; project will comprise 66 townhomes units.

**UTILITIES:** Public water is available along Harkey Road; public sewer will have to be extended to serve the site.

**STREET(s):** Harkey Road is an NCDOT-maintained roadway.

**JURISDICTION:** Sanford ETJ.

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**NOTE:** The subject property must be annexed and rezoned to be developed in the manner proposed.