

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

**REGULAR MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS**  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

February 5, 2018  
6:00 P.M.

## **A G E N D A**

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**CALL TO ORDER** – Amy Dalrymple, Chair

**INVOCATION** – Commissioner Cameron Sharpe

### **PLEDGE OF ALLEGIANCE**

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

- II. APPROVAL OF CONSENT AGENDA** (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).
- A. Minutes from the January 16, 2018 Regular Meeting. (Pages 1-5)
  - B. Resolution declaring eight vehicles as surplus property. (Pages 6-8)
  - C. Request for use of Medicaid cost settlement funds to contract or hire a Lab Technician for the Health Department. (Page 9)
  - D. Minutes from the January 16, 2018 Closed Session. (Page 10)
  - E. Budget Amendment #02/05/18/07. (Pages 11-12)

#### **III. PUBLIC HEARING (6:00 P.M.)**

- A. Public hearing on a financing agreement for the issuance of limited obligation bonds in amount not to exceed \$35,000,000. – Lisa Minter (Pages 13-23)

#### **IV. PUBLIC COMMENTS**

#### **V. OLD BUSINESS**

- A. Discussion regarding upcoming proposals to the Deer Hunting Season Zones. – Doc Oldham (Pages 24-52)
- B. Consideration of Lease Space in a Spec Building at CCEP. – Whitney Parrish (Pages 53-60)
- C. Consider bids for the Colon Road Water Project. – John Crumpton (Page 61)

#### **VI. NEW BUSINESS**

- A. Consideration of award of bid to Legion Asphalt, Inc. for the Lee County Government Center Parking Lot Rehabilitation (East Lot) Project. – Russel Spivey (Pages 62-81)
- B. Tax Lien Advertisement for delinquent 2017 Real Property Taxes. – Mary Yow (Pages 82-84)
- C. Application from Herman Morris for re-appointment to the Board of Equalization and Review. – Jennifer Gamble (Page 85)

**VII. MANAGERS' REPORTS**

- A. Financial Report for December 2017. – Lisa Minter (Pages 86-92)

**VIII. COMMISSIONERS' COMMENTS**

**IX. CLOSED SESSION**

- A. Closed session to discuss matters relating to the location or expansion of business per North Carolina General Statute § 143-318.11(a)(4).
- B. Closed session to discuss a personnel matter per N.C. General Statute § 143-318.11(a)(6).

**ADJOURN**

ITEM #:  
**II. A.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Minutes from the January 16, 2018 Regular Meeting

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Jennifer Gamble, Clerk to the Board

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Minutes from the January 16, 2018 Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the January 16, 2018 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the January 16, 2018 Meeting
<b>SUMMARY</b>	

A "draft" copy of the Minutes from the January 16, 2018 regular meeting have been prepared for approval. Attachments referenced in the Minutes are available for review in the Clerk's Office located at 408 Summit Drive, Sanford, NC. Once approved, Minutes will be recorded at the Lee County Register of Deeds Office.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

REGULAR MEETING  
OF THE  
LEE COUNTY BOARD OF COMMISSIONERS  
106 HILLCREST DRIVE  
SANFORD, NORTH CAROLINA 27330

**JANUARY 16, 2018**

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The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Kevin C. Dodson, Dr. Andre Knecht, Larry "Doc" Oldham, Robert T. Reives, Cameron W. Sharpe, and Timothy S. Sloan.

Chair Dalrymple called the meeting to order and the following business was transacted:

Commissioner Sloan delivered the invocation.

The Pledge of Allegiance was recited.

## **I. ADDITIONAL AGENDA**

The Board considered changes/additions to the *Agenda*. Commissioner Oldham requested the addition of a discussion on the deer hunting season, which was added as Item C under *New Business*. County Manager John Crumpton requested the addition of a Closed Session to consult with the County Attorney. Commissioner Oldham moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried unanimously.

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

The Board considered changes to the *Consent Agenda*. With no changes requested, Commissioner Sloan moved to approve the *Consent Agenda* as presented, which consisted of the following items:

- A. Minutes from the January 2, 2018 Regular Meeting.
- B. Tax Release and Refund Report for December 2017.
- C. Minutes from the January 2, 2018 Closed Session Meeting.

Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried unanimously.

### III. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one signed up to speak during the public comments portion of the meeting.

### IV. OLD BUSINESS

#### A. Discussion Regarding Commissioner's Retreat Taking Place January 25-26, 2018

The Board reviewed the agenda for the upcoming Board of Commissioner's Planning Retreat taking place January 25-26, 2018 at the San Lee Nature Center located at 760 Pumping Station Road, Sanford, NC 27330. No action was taken.

### V. NEW BUSINESS

#### A. Consideration of Upgrade to KRONOS System

Finance Director Lisa Minter requested the Board's approval of an upgrade to the KRONOS timekeeping system. Lee County installed and started using KRONOS Workforce Central for timekeeping in FY 2007-2008. The system was upgraded in FY 2012-2013. The time has come for the system to be upgraded again to make sure that the County is in compliance with FLSA rules and to ensure that the County is able to make an effective use of the system. The cost of the upgrade will not exceed \$30,375.00. Commissioner Reives moved to approve the Statement of Work for the upgrade to the KRONOS timekeeping system, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried.

#### B. Discussion of Property Tax Interests and Inclement Weather

County Manager John Crumpton provided the Board with information regarding issues surrounding late tax payments and closing of the County offices due to inclement weather on January 4 and 5, 2018. January 5 was the last day to pay property taxes without interest accruing on the property tax bills. Due to the tax office being closed on

January 4 and closed for 4 hours on Friday, January 5, some taxpayers were not able to pay their taxes in person. One complaint centered on “notification” of the times we were open on Friday. Chair Dalrymple proposed requesting that the legislature consider allowing local governments in North Carolina the discretion to extend the tax delinquency date for property taxes by the same number of days that the local tax office is closed for any natural disaster or occurrence. Commissioner Sloan moved to accept the resolution with modifications requesting legislative representatives support in this initiative and to add extremely hazardous conditions, a copy of the resolution with the stated changes is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried.

C. Discussion Regarding Extending the Deer Hunting Season in Lee County

Commissioner Oldham stated that he had been contacted several times by people requesting to extend the deer hunting season to match those in surrounding counties. Lee County is currently regulated by the Central Deer Season lasting from November 11 until January 1. The Eastern Deer Season begins on October 17 and lasts until January 1. Commissioner Dalrymple noted that this request had been submitted to the North Carolina Wildlife Commission in 2009 and again around 2013. Commissioner Oldham asked for a resolution to send to legislators seeking help with this request. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried. Commissioner Reives requested that Staff verify the time schedule for the requested changes with the NC Wildlife Commission.

## **VI. MANAGER’S REPORTS**

A. County Manager’s Monthly Report for January 2018

County Manager John Crumpton presented his Monthly Report for January 2018, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken.

## **VII. PUBLIC HEARING**

A. Public Hearing Regarding the Lease of Space in a Spec Building at CCEP

Bob Joyce, Executive Director of Economic Development with the Sanford Area Growth Alliance presented a request to the Board for the lease of space following the construction of a spec building at Central Carolina Enterprise Park. The County would lease space in a building owned by Samet Properties, LLC. Once the building is completed, the City of Sanford and Lee County will each lease the building for

\$13,541.67 per month, for up to twenty-four months with a total spent from the Lee County General Fund of up to \$325,000.00. A vote will be held at the next Board of Commissioners Meeting on February 5, 2018. No action was taken.

### VIII. COMMISSIONERS' COMMENTS

- Commissioner Reives asked the Board of Commissioners and Staff to consider looking at why the Department of Social Services and the Health Department are not required to send their applications through the County Human Resources Department. Commissioner Reives requested the consideration of making this change so Human Resources may have an opportunity to review and recognize something in applications that Social Services and the Health Department may not.

### IX. CLOSED SESSION

Commissioner Oldham moved to go into *Closed Session* per North Carolina General Statute Section 143-318.11(a)(3) to consult with the County Attorney to preserve the attorney-client privilege. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried and the Board went into *Closed Session*.

### ADJOURNMENT

Upon return from Closed Session and with no further business to come before the Board, Commissioner Reives moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Oldham, Reives, Sharpe, Sloan  
Nay: None

The Chair ruled the motion had carried and the meeting adjourned at 7:26 p.m.

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Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

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Jennifer Gamble, Clerk to the Board

ITEM #:  
**II. B.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Resolution declaring eight (8) vehicles as surplus property.

**DEPARTMENT:** General Services

**CONTACT PERSON:** Russell L. Spivey, General Services Director

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve the resolution designating eight (8) vehicles as surplus
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution and attachment of the eight (8) vehicles.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve the resolution designating eight (8) vehicles as surplus property.
SUMMARY	

Attached are eight (8) vehicles to be declared as surplus. Once the items are declared surplus, the County will auction these items. The County will sale these vehicles at the NC Surplus Property Division. This division will conduct and online auction of the vehicles. Once approved, the County will advertise the date and time of the auction on its Website. The date and time will be determined working with the NC Surplus Property Division.



# LEE COUNTY

NORTH CAROLINA

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## **RESOLUTION AUTHORIZING THE DISPOSAL OF VEHICLES AS SURPLUS PROPERTY THROUGH ONLINE PUBLIC AUCTION**

WHEREAS, the County of Lee owns eight vehicles, as described on Attachment A, that are surplus to its needs; and,

WHEREAS, North Carolina General Statute 153A-176 and 160A-270 allows the County to sell personal property at public auction upon approval of the Lee County Board Of Commissioners and after publication of a notice announcing the auction; and,

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

1. The Lee County Board of Commissioners hereby authorizes the sale at public auction the eight vehicles as listed on Attachment A.
2. The Lee County Board of Commissioners authorizes the auction to be conducted through the Division of NC State Surplus Property, which conducts public auctions through electronic means.
3. The auction will be conducted beginning at a date and time determined by the NC State Surplus Property Division and that date and time will be advertised on the County's website.
4. Notice of said auction will be advertised on the County's website before the auction takes place.
5. The terms of the sale are that the property is sold in its current condition, as is, and the County gives no warranty with respect to usability of the property and
6. That the buyer will pay the full amount of his or her bid before the conclusion of the auction. Failure to make payment on the day of the auction cancels the buyer's bid.
7. That the County reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property.

Dated this the 5th day of February, 2018

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Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

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Jennifer Gamble, Clerk  
Lee County Board of Commissioners

**SURPLUS VEHICLE LIST  
 2/5/2018**

Vehicle #	Year	MAKE AND MODEL	VIN #	KNOWN ISSUES/ CONDITION	ODOMETER READING	ASSET #
1049	2001	DODGE RAM 1500	1B7HC13Y51J574509	Burns Oil	162,608	8392
1163	1998	FORD F350 VAN	1FBSS31LXWHB67834	Wrecked	215,393	07801
1172	1999	FORD CROWN VICTORIA	2FAHP71WXXX161989	Exhaust bracket missing	116,114	07911
1173	1999	FORD CROWN VICTORIA	2FAFP71W8XX161988	Needs window regulator	138,553	07912
1231	2007	DODGE CHARGER	2B3KA43H27H817704	Check engine light warning on	185,072	10005
1312	1996	OLDMOBILE CIERA	1G3AJ85M6T6372178	Interior damaged/ Window motors	84,021	06922
1316	1999	FORD RANGER XLT	1FTYR14V8XTA63151	Transmission/ reverse inop	83,067	07937
9002	1999	FORD TAURUS	1FAPF5822YG136034	Steering/ Rack-pinion issues	94,731	8168

ITEM #:  
**II. C.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Use Medicaid Cost Settlement funds to contract or hire a Lab Technician

**DEPARTMENT:** Health Department

**CONTACT PERSON:** Heath Cain

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	This is a request to the Board of Commissioners asking for approval to use up to \$20,000 from our Medicaid Cost Settlement funds to contract or hire a Lab Technician for six weeks.
BUDGET IMPACT	By approving the use of Cost Settlement Funds to contract six weeks for a Lab Technician will allow the clinical staff to provide services more efficiently to our clients and cut down on the stress level for the clinical staff.
ATTACHMENTS	None
PRIOR BOARD ACTION	None
RECOMMENDATION	The Health Department respectfully requests the Board of Commissioners to approve the request to approve the funding
SUMMARY	

Our Lab Technician is retiring March 1, 2018. She has six weeks of vacation to be paid out of the current budgeted funds, which means we cannot hire anyone to take her place for six weeks. This will put a strain on the nursing staff because someone will have to assume the Lab Technician duties. Using cost settlement funds (which is in a restricted Escrow account) will allow us to contract for a Lab Technician right away and not have to wait a minimum of six weeks.

This action was approved by the Board of Health January 24, 2018.

ITEM #:  
**II. D.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Minutes from the January 16, 2018 Closed Session Meeting

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Jennifer Gamble, Clerk to the Board

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Closed Session Minutes from the January 16, 2018 Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes are in a sealed envelope included in each Commissioner's agenda package.
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes as presented
SUMMARY	

A "draft" copy of the Minutes from the January 16, 2018 Closed Session Meeting of the Board has been prepared and provided for the Board's review.

**LEE COUNTY AGENDA ABSTRACT  
BOARD OF COMMISSIONERS MEETING**

**ITEM #:  
II. E.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Budget Amendment #02/05/18/07

**DEPARTMENT:** Finance

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

**TYPE:**  Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approval of Budget Amendment #02/05/18/07
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #02/05/18/07
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #02/05/18/07
<b>SUMMARY</b>	

Budget Amendment #02/05/18/07 affects the following departments:

- Youth & Adult Services – Funds are being reduced due to an agency being denied funding.
- Information Technology – Rollover of unspent funds from previous year for website revision.
- Health – General – Appropriate \$2,017 in additional funding from DEHNR to be used for contracted services.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:#02/05/18/07  
 DATE: February 5, 2018

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-33380	DEHNR General Administration	88,990	2,017	91,007
General Fund Balance	1100-3990-39900	Fund Balance Appropriated	3,814,129	9,840	3,823,969
TOTAL CHANGES				<u>11,857</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Youth & Adult Services	1100-3583-34810	NCDJDP Grant	161,771	75,670	86,101
TOTAL CHANGES				<u>75,670</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Information Technology	1100-4210-46413	Tech Equipment \$5,000 & Above	107,493	9,840	117,333
Health	1100-5100-43960	Contracted Services	29,020	2,017	31,037
TOTAL CHANGES				<u>11,857</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
JCPC	1100-5834-43960	Contracted Services	152,001	75,670	76,331
TOTAL CHANGES				<u>75,670</u>	

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 AMY M. DALRYMPLE, CHAIR

\_\_\_\_\_  
 JENNIFER GAMBLE, CLERK TO THE BOARD

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

**ITEM #:**  
**III. A.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Public hearing on a financing agreement for the issuance of limited obligation bonds in amount not to exceed \$35,000,000

**DEPARTMENT:** Finance

**CONTACT PERSON:** Lisa G. Mitner, Assistant County Manager/Finance Director

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Conduct a public hearing on the financing agreement for the issuance of limited obligation bonds not to exceed \$35,000,000
BUDGET IMPACT	The scenario attached is our best estimate of the budget impact.
ATTACHMENTS	Estimated Debt Service, Public hearing proceedings and Resolution making certain findings and determinations regarding the proposed financing of various capital projects by the County of Lee, North Carolina and requesting the Local Government Commission to approve the financing agreement
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Conduct public hearing and approve necessary resolution
<b>SUMMARY</b>	

In accordance with Section 160A-20(g) of the North Carolina General Statutes, the County is required to hold a public hearing on a trust agreement or similar financing agreement to be entered into by the County for the issuance of one or more series of limited obligation bonds in an aggregate principal amount not to exceed \$35,000,000 for the purpose of providing funds, together with any other available funds, to pay or reimburse the costs of (a) acquiring, constructing, renovating, improving and equipping an elementary school, (b) renovating and improving buildings in the County courthouse complex and (c) constructing, expanding, improving, renovating equipping existing parks and recreational facilities in the County.

The Board also needs to adopt a Resolution Making Certain Findings and Determinations Regarding the Proposed Financing of Various Capital Projects by the County of Lee, North Carolina and Requesting the Local Government Commission to Approve the Financing Agreement.

# Estimated Debt Service



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Lender Amortization	A		B		C		D		E		F		G	
	BB&T Level Principal	Capital One Level Principal	BB&T Level Principal	Capital One Level Principal	Public Sale Level Principal	BB&T Structured Principal*	Capital One Structured Principal*	Public Sale Level Principal	BB&T Structured Principal*	Capital One Structured Principal*	Public Sale Level Principal	BB&T Structured Principal*	Capital One Structured Principal*	Public Sale Structured Principal*
1 Sources of Funds														
2 Per Amount	\$ 32,915,000	\$ 32,910,000	\$ 32,915,000	\$ 32,910,000	\$ 28,280,000	\$ 32,915,000	\$ 32,910,000	\$ 28,280,000	\$ 32,915,000	\$ 32,910,000	\$ 28,280,000	\$ 32,915,000	\$ 32,910,000	\$ 27,775,000
3 Premium (Discount)					4,863,664			4,863,664						5,366,768
4 Total Sources of Funds	\$ 32,915,000	\$ 32,910,000	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,141,768
5														
6 Uses of Funds														
7 Project Fund	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000	\$ 32,750,000
8 Cost of Issuance	164,900	160,000	164,900	160,000	250,000	164,900	160,000	250,000	164,900	160,000	138,875	164,900	160,000	250,000
9 Underwrites Discount					141,400			141,400						138,875
10 Additional Proceeds					2,254			2,254						2,893
11 Total Uses of Funds	\$ 32,915,000	\$ 32,910,000	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,143,664	\$ 32,915,000	\$ 32,910,000	\$ 33,141,768
12														
13 Interest Rate	3.74%	3.75%	3.74%	3.75%	3.03%	3.74%	3.75%	3.03%	3.74%	3.75%	3.03%	3.74%	3.75%	3.13%
14 A/C	3.80%	3.81%	3.80%	3.81%	3.12%	3.79%	3.81%	3.12%	3.79%	3.81%	3.12%	3.79%	3.81%	3.21%
15														
16 Debt Service														
17 Fiscal Year														
18 2019	\$ 3,034,316	\$ 3,037,849	\$ 3,034,316	\$ 3,037,849	\$ 2,865,649	\$ 3,034,316	\$ 3,037,849	\$ 2,865,649	\$ 3,034,316	\$ 3,037,849	\$ 2,865,649	\$ 3,034,316	\$ 3,037,849	\$ 2,865,649
19 2020	2,818,461	2,818,400	2,818,461	2,818,400	2,725,300	2,818,461	2,818,400	2,725,300	2,818,461	2,818,400	2,725,300	2,818,461	2,818,400	2,725,300
20 2021	2,753,900	2,756,675	2,753,900	2,756,675	2,648,000	2,753,900	2,756,675	2,648,000	2,753,900	2,756,675	2,648,000	2,753,900	2,756,675	2,648,000
21 2022	2,692,340	2,694,950	2,692,340	2,694,950	2,617,250	2,692,340	2,694,950	2,617,250	2,692,340	2,694,950	2,617,250	2,692,340	2,694,950	2,617,250
22 2023	2,630,779	2,633,225	2,630,779	2,633,225	2,546,500	2,630,779	2,633,225	2,546,500	2,630,779	2,633,225	2,546,500	2,630,779	2,633,225	2,546,500
23 2024	2,569,219	2,571,500	2,569,219	2,571,500	2,475,750	2,569,219	2,571,500	2,475,750	2,569,219	2,571,500	2,475,750	2,569,219	2,571,500	2,475,750
24 2025	2,507,659	2,509,775	2,507,659	2,509,775	2,405,000	2,507,659	2,509,775	2,405,000	2,507,659	2,509,775	2,405,000	2,507,659	2,509,775	2,405,000
25 2026	2,446,098	2,448,050	2,446,098	2,448,050	2,334,250	2,446,098	2,448,050	2,334,250	2,446,098	2,448,050	2,334,250	2,446,098	2,448,050	2,334,250
26 2027	2,384,538	2,386,325	2,384,538	2,386,325	2,263,500	2,384,538	2,386,325	2,263,500	2,384,538	2,386,325	2,263,500	2,384,538	2,386,325	2,263,500
27 2028	2,322,977	2,324,600	2,322,977	2,324,600	2,192,750	2,322,977	2,324,600	2,192,750	2,322,977	2,324,600	2,192,750	2,322,977	2,324,600	2,192,750
28 2029	2,261,417	2,261,875	2,261,417	2,261,875	2,122,000	2,261,417	2,261,875	2,122,000	2,261,417	2,261,875	2,122,000	2,261,417	2,261,875	2,122,000
29 2030	2,199,857	2,200,188	2,199,857	2,200,188	2,051,250	2,199,857	2,200,188	2,051,250	2,199,857	2,200,188	2,051,250	2,199,857	2,200,188	2,051,250
30 2031	2,138,296	2,138,500	2,138,296	2,138,500	1,930,500	2,138,296	2,138,500	1,930,500	2,138,296	2,138,500	1,930,500	2,138,296	2,138,500	1,930,500
31 2032	2,076,736	2,076,813	2,076,736	2,076,813	1,906,750	2,076,736	2,076,813	1,906,750	2,076,736	2,076,813	1,906,750	2,076,736	2,076,813	1,906,750
32 2033	2,015,175	2,015,125	2,015,175	2,015,125	1,833,000	2,015,175	2,015,125	1,833,000	2,015,175	2,015,125	1,833,000	2,015,175	2,015,125	1,833,000
33 2034	1,952,615	1,953,438	1,952,615	1,953,438	1,768,250	1,952,615	1,953,438	1,768,250	1,952,615	1,953,438	1,768,250	1,952,615	1,953,438	1,768,250
34 2035	1,891,092	1,891,750	1,891,092	1,891,750	1,697,500	1,891,092	1,891,750	1,697,500	1,891,092	1,891,750	1,697,500	1,891,092	1,891,750	1,697,500
35 2036	1,829,569	1,830,063	1,829,569	1,830,063	1,626,750	1,829,569	1,830,063	1,626,750	1,829,569	1,830,063	1,626,750	1,829,569	1,830,063	1,626,750
36 2037	1,766,046	1,768,375	1,766,046	1,768,375	1,551,000	1,766,046	1,768,375	1,551,000	1,766,046	1,768,375	1,551,000	1,766,046	1,768,375	1,551,000
37 2038	1,706,523	1,706,688	1,706,523	1,706,688	1,480,500	1,706,523	1,706,688	1,480,500	1,706,523	1,706,688	1,480,500	1,706,523	1,706,688	1,480,500
38 Total	\$ 45,956,615	\$ 46,024,131	\$ 45,956,615	\$ 46,024,131	\$ 43,140,449	\$ 45,956,615	\$ 46,024,131	\$ 43,140,449	\$ 45,956,615	\$ 46,024,131	\$ 43,140,449	\$ 45,956,615	\$ 46,024,131	\$ 43,140,449
39														
40 Debt Service Difference vs. Column B	\$ -	\$ 27,516	\$ -	\$ 27,516	\$ (2,856,166)	\$ 2,565,799	\$ (2,856,166)	\$ (2,856,166)	\$ 2,565,799	\$ (2,856,166)	\$ (2,856,166)	\$ 2,565,799	\$ (2,856,166)	\$ (668,553)
41														
42 Public Sale Breakeven - Level Principal	+98bps	+99bps	+98bps	+99bps	n/a	+91bps	+99bps	n/a	+91bps	+99bps	n/a	+91bps	+99bps	n/a
43														
44 Public Sale Breakeven - Structured Principal	n/a	n/a	n/a	n/a	n/a	+117bps	n/a	+117bps	+117bps	+117bps	n/a	+117bps	+117bps	n/a

Note: Preliminary and subject to change  
\* Subject to review and discussion with LGC Staff.



The Board of Commissioners for the County of Lee, North Carolina met in a regular meeting in the Commissioners' Room at the Lee County Government Center, 106 Hillcrest Drive in Sanford, North Carolina, the regular place of meeting, at 6:00 p.m. on February 5, 2018.

Present: Chair Amy Dalrymple, presiding, and Commissioners

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Absent: Commissioners

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Also present: \_\_\_\_\_

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\* \* \* \* \*

The Chair announced that this was the hour and day of the public hearing on a trust agreement or similar financing agreement (the "Agreement") to be entered into by the County of Lee, North Carolina (the "County") pursuant to Section 160A-20 of the General Statutes of North Carolina providing for the issuance of one or more series of limited obligation bonds thereunder in an aggregate principal amount not to exceed \$35,000,000 for the purpose of providing funds, together with any other available funds, to pay or reimburse the costs of (a) acquiring, constructing, renovating, improving and equipping an elementary school, (b) renovating and improving buildings in the County courthouse complex and (c) constructing, expanding, improving, renovating and equipping existing parks and recreational facilities in the County (collectively, the "Project"). If the County enters into the Agreement, its obligations thereunder will be secured by a deed of trust on one or more sites of the Project, together with any improvements or fixtures located or to be located thereon.

In connection with the proposed plan of finance, the County may acquire one or more sites of the Project and leased or conveyed to The Lee County Board of Education to be used for school purposes..

Section 160A-20(g) of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the Agreement. Section 153A-158.1 of the General Statutes of North Carolina requires that the County hold a public hearing on the proposed acquisition of one or more sites of the Project to be used for school purposes.

The Chair acknowledged due publication of the notice of public hearing in a newspaper with a general circulation in said County and directed the Clerk to the Board of Commissioners to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A.

The Chair then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on the proposed Agreement or the proposed acquisition of one or more sites of the Project by the County to be used for school purposes as described above.

A list of all persons making comments and a summary of such comments are attached as Exhibit B.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the Board of Commissioners.

Thereupon, \_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE PROPOSED FINANCING OF VARIOUS CAPITAL PROJECTS BY THE COUNTY OF LEE, NORTH CAROLINA AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT**

BE IT RESOLVED by the Board of Commissioners (the “Board”) for the County of Lee, North Carolina (the “County”) as follows:

Section 1. The Board does hereby find and determine as follows:

(a) There exists a need in the County to finance through the issuance of one or more series of limited obligation bonds the costs of (a) acquiring, constructing, renovating, improving and equipping an elementary school, (b) renovating and improving buildings in the County courthouse complex and (c) constructing, expanding, improving, renovating and equipping existing parks and recreational facilities in the County (collectively, the “Project”).

(b) After a public hearing and due consideration, the County has determined to issue limited obligation bonds in a principal amount not to exceed \$35,000,000(the “Bonds”) pursuant to the terms of a Master Trust Agreement and a First Supplemental Trust Agreement, each to be dated as of May 1, 2018 or other mutually agreeable date (collectively, the “Trust Agreement”), between the County and U.S. Bank National Association, as trustee (the “Trustee”), to provide funds, together with any other available funds, to (i) pay or reimburse the costs of the Project and (ii) pay certain fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure its obligations under the Trust Agreement, the County will execute and deliver a deed of trust (the “Deed of Trust”) granting to the Trustee a lien on one or more sites of the Project, together with all improvements and fixtures located or to be located thereon.

(d) It is in the best interest of the County to enter into the Trust Agreement and the Deed of Trust in that such plan of finance will result in providing financing for the Project in an efficient and cost effective manner.

(e) Entering into the Trust Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the County does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the County has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the Project without an election; (ii) the non-revenue producing nature of the Project does not allow for the issuance of revenue bonds to finance the Project; (iii) the cost of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the financing of the Project in the manner proposed will allow for commencement of construction of the Project in a more timely and expedient manner than the issuing of voted general obligation bonds due to the time required for holding a referendum for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution; and (v) the necessity of the Project dictates that the Project be financed by a method that assures that the Project will be constructed in an expedient manner.

(f) Based upon information provided to the Board, the cost of the financing described above is reasonably comparable to the cost associated with other alternative means of financing and is acceptable to the Board.

(g) Special counsel to the County will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(h) The debt management policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money.

(i) Any tax increase anticipated to be necessary to pay principal of and interest on the Bonds will be reasonable.

Section 2. The Board hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Bonds and the Trust Agreement and requests the Local Government Commission to approve the Bonds and the Trust Agreement and the proposed financing in connection therewith.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner \_\_\_\_\_, the foregoing resolution entitled “RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE PROPOSED FINANCING OF VARIOUS CAPITAL PROJECTS BY THE COUNTY OF LEE, NORTH CAROLINA AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT” was adopted by the following vote:

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\_\_\_\_\_

\* \* \* \* \*

I, Jennifer Gamble, Clerk to the Board of Commissioners for the County of Lee, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on February 5, 2018, as it relates in any way to (a) the holding of a public hearing on a proposed trust agreement or similar financing agreement to finance the Project in said County and (b) the adoption of the foregoing resolution making certain findings and determinations regarding the proposed financing and that said proceedings are to be recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 5th day of February, 2018.

---

Clerk to the Board of Commissioners

[SEAL]

**EXHIBIT A**

[Attach publisher's affidavit evidencing publication of the Notice of Public Hearing]

*To be published once in The Sanford Herald by no later than Thursday, January 25, 2018.*

## NOTICE OF PUBLIC HEARING

The Board of Commissioners for the County of Lee, North Carolina (the "County") has determined to consider whether to enter into a trust agreement or similar financing agreement (the "Agreement") pursuant to Section 160A-20 of the General Statutes of North Carolina providing for the issuance of one or more series of limited obligation bonds thereunder in an aggregate principal amount not to exceed \$35,000,000 for the purpose of providing funds, together with any other available funds, to pay or reimburse the costs of (a) acquiring, constructing, renovating, improving and equipping an elementary school, (b) renovating and improving buildings in the County courthouse complex and (c) constructing, expanding, improving, renovating and equipping existing parks and recreational facilities in the County (collectively, the "Project"). If the County enters into the Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on one or more sites of the Project, together with any improvements or fixtures located or to be located thereon. In addition, in connection with the proposed plan of finance, one or more sites of the Project may be acquired by the County and leased or conveyed to The Lee County Board of Education to be used for school purposes.

Section 160A-20 of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the Agreement. Section 153A-158.1 of the General Statutes of North Carolina requires that the County hold a public hearing relating to the proposed acquisition of one or more sites of the Project by the County to be used for school purposes.

Please take notice that the Board of Commissioners for the County will conduct a public hearing in the Commissioners' Room at the Lee County Government Center, 106 Hillcrest Drive in Sanford, North Carolina, at 6:00 p.m. on February 5, 2018, at which time any person may be heard regarding the proposed Agreement or the proposed acquisition of one or more sites of the Project to be used for school purposes.

Any person wishing to comment in writing on the proposed Agreement or the proposed acquisition of one or more sites of the Project to be used for school purposes should do so prior to February 5, 2018 to the County of Lee, North Carolina, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina 27330-4021, Attention: Jennifer Gamble, Clerk to the Board of Commissioners.

Jennifer Gamble  
Clerk to the Board of Commissioners  
County of Lee, North Carolina



**EXHIBIT B**

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

ITEM #:  
V. A.

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Information and Resolution Regarding Request to Extend Lee County's Deer Hunting Season

**DEPARTMENT:** Administration

**CONTACT PERSON:** John Crumpton

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Approve Resolution Requesting a Modification to Lee County's Deer Hunting Season.
BUDGET IMPACT	None
ATTACHMENTS	Resolution, Resolution Dated 3-1-2010, Resolution Dated 10-19-2015, Letter from the City Manager dated January 16, 2018, Chart with Current and Proposed Deer Season Zones, Fiscal Note for Proposed Bear and Deer Rule Amendments for the Wildlife Resources Commission
PRIOR BOARD ACTION	Approved Request for Extending Deer Hunting Season at January 16, 2018 BOC Meeting
RECOMMENDATION	Pleasure of the Board
<b>SUMMARY</b>	

Following the discussion regarding an extension to the Deer Hunting Season at the January 16, 2018 Commissioner Meeting, it was discovered that the North Carolina Wildlife Resources Commission has proposed changes affecting the duration of the deer hunting season beginning in the 2018-19 season. The proposed changes only have a minor impact on Lee County, and do not intend to alter Lee County's current Central Season status. The NC Wildlife Resources Commission has based the proposed changes on data compiled from survey results, biological evaluation, and public forums. Due to the inclement weather, the time to submit comments regarding the proposed changes to the Commission has been extended to February 22, 2018.

# LEE COUNTY

NORTH CAROLINA

*Committed Today for a Better Tomorrow*

## **RESOLUTION REQUESTING A MODIFICATION TO LEE COUNTY'S DEER HUNTING SEASON FROM THE NORTH CAROLINA GENERAL ASSEMBLY**

**WHEREAS**, numerous citizens have voiced requests for an extension to the deer hunting season due to increased reports of property damage caused by the deer population in Lee County; and

**WHEREAS**, the deer population in Lee County continues to grow under the length of the current (Central) season and citizens continue to request an extension of the deer season to more adequately control the population; and

**WHEREAS**, Lee County has a large agriculture community and a growing residential community thus it is imperative to maintain control of an increasing deer population to protect from the destruction of farmland and for the safety of the community at large; and

**WHEREAS**, the Lee County Board of County Commissioners passed a resolution in March of 2010 and in October 2015 (copies attached) requesting the North Carolina Wildlife Resources Commission extend the deer season in Lee County and to this date, no action has been taken to extend the season.

**WHEREAS**, the North Carolina Wildlife Resources Commission is in the process of proposing changes to the Deer Season Zones for the 2018-19 Season.

**WHEREAS**, while Lee County is part of the current and proposed Central Season, the majority of the area surrounding Lee County, including Moore County and Harnett County, are a part of the Eastern Season and newly proposed Southeastern Season.

**WHEREAS**, the difference in duration of the current and proposed Central Season compared to the current Eastern and proposed Southeastern Season is approximately 3 weeks.

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

1. The Lee County Board of County Commissioners requests that Lee County be moved from Central Deer Season to the Eastern Season or the proposed Southeastern Season for the purposes of extending the deer hunting season.
2. That this change in zones be effective beginning as soon as possible in accordance with state laws.
3. All laws, rules and regulations that currently pertain to hunting deer in Lee County continue to be in force even with the change in Deer Seasons.
4. No hunting will be allowed on county property without the written approval of the Lee County Board of County Commissioners.
5. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Wildlife Resources Commission, Senator Ronald Rabin, Representatives Robert Reives, II and John Sauls, the Sanford City Council, and the Town Council of Broadway.

Adopted this 5<sup>th</sup> day of February, 2018.

ATTEST:

\_\_\_\_\_  
Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

\_\_\_\_\_  
Jennifer Gamble, Clerk to the Board

# LEE COUNTY

*Committed Today for a Better Tomorrow*

**RESOLUTION BY THE LEE COUNTY BOARD OF COMMISSIONERS REQUESTING AN EXTENSION OF THE  
DEER HUNTING SEASON  
FROM THE NORTH CAROLINA GENERAL ASSEMBLY**

**WHEREAS**, citizens have requested an Extended Deer Hunting Season due to the damage to their gardens and ornamental plants, flowers and shrubs in residential areas caused by proliferation of deer; and

**WHEREAS**, the deer population in Lee County continues to grow under the length of the current season and citizens continue to request an extension of the deer season to more adequately control the population; and

**WHEREAS**, by local act of the legislature, it is unlawful to hunt in Lee County with any weapon while on the land of another, without written permission dated within one year carried on the person of the hunter; and

**WHEREAS**, by local act of the legislature, it is also unlawful to hunt in Lee County with any weapon, any wild animal or bird, or discharge a firearm on, from or across the right-of-way of any public road; and

**WHEREAS**, the Lee County Board of County Commissioners passed a resolution in March of 2010 (copy attached) requesting the North Carolina Wildlife Resources Commission extend the deer season in Lee County and to this date no action has been taken to extend the season.

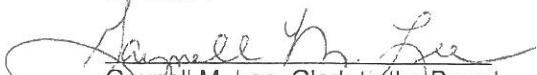
**NOW, THEREFORE, BE IT RESOLVED** by the Lee County Board of County Commissioners that:

1. The Lee County Board of County Commissioners requests that Lee County be moved from Central Deer Season to the Eastern Deer Season for the purposes of extending the deer hunting season by roughly 4 weeks.
2. That this change in zones be effective beginning as soon as possible in accordance with state laws provided approval is received from the State of North Carolina.
3. Only hunting on private property is allowed. Hunters must have written permission in their possession dated within one year from landowners to hunt on their property or must own the property themselves.
4. All laws, rules and regulations that currently pertain to hunting deer in Lee County continue to be in force even with the change in Deer Seasons. This includes the continuation of the ban on deer hunting with dogs in the County.
5. No hunting will be allowed on county property without the written approval of the Lee County Board of County Commissioners.
6. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Wildlife Resources Commission, Senator Ronald Rabin, Representatives Robert Reives, II and Brad Salmon, the Sanford City Council, and the Town Council of Broadway.

Adopted this 19th day of October 2015.

  
\_\_\_\_\_  
Amy M. Dalrymple, Chair  
Lee County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Gaynell M. Lee, Clerk to the Board

**RESOLUTION BY THE LEE COUNTY BOARD OF COMMISSIONERS REQUESTING AN  
EXTENSION OF THE DEER HUNTING SEASON  
FROM THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**

**WHEREAS**, with the deer populations growing in urban and rural areas of North Carolina, and the number of motor vehicle accidents involving deer is on the rise; and

**WHEREAS**, citizens have requested an Extended Deer Hunting Season due to the damage to their gardens and ornamental plants, flowers and shrubs in residential areas caused by proliferation of deer; and

**WHEREAS**, by local act of the legislature, it is unlawful to hunt in Lee County with any weapon while on the land of another, without written permission dated within one year carried on the person of the hunter; and

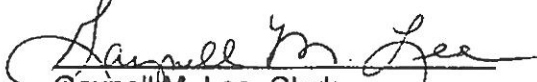
**WHEREAS**, by local act of the legislature, it is also unlawful to hunt in Lee County with any weapon, any wild animal or bird, or discharge a firearm on, from or across the right-of-way of any public road; and

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

1. The Lee County Board of County Commissioners requests that Lee County be moved from Central Deer Season to the Eastern Deer Season for the purposes of extending the deer hunting season by roughly 4 weeks.
2. That this change in zones be effective beginning January 2011 in accordance with state laws provided approval is received from the State of North Carolina.
3. Only hunting on private property is allowed. Hunters must have written permission in their possession dated within one year from landowners to hunt on their property or must own the property themselves.
4. All laws, rules and regulations that currently pertain to hunting deer in Lee County continue to be in force even with the change in Deer Seasons. This includes the continuation of the ban on deer hunting with dogs in the County.
5. No hunting will be allowed on county property without the written approval of the entire Lee County Board of County Commissioners.
6. The County Clerk is directed to forward copies of this resolution to the Executive Director of the North Carolina Wildlife Resources Commission, Senator Robert Atwater, Representative Jimmy Love, the Sanford City Council, and the Town Council of Broadway.

Adopted this 1st day of March 2010.

ATTEST:

  
Gaynell M. Lee, Clerk

  
Richard B. Hayes, Chairman  
Lee County Board of Commissioners



P.O. Box 3729  
Sanford, NC 27331-3729

## City of Sanford

(919) 777-1110  
FAX: (919) 775-8205  
Email: hal.hegwer@sanfordnc.net

**Hal Hegwer**  
City Manager

January 16, 2018

Mr. John Crumpton  
Lee County Manager  
P.O. Box 1968  
Sanford, North Carolina 27331-1968

Mr. Crumpton:

In response to citizen concerns over what is perceived to be a high deer population, the Sanford City Council discussed during its Workshop Meeting making a request to extend Lee County's Deer Season.

It is our understanding that the North Carolina Wildlife Resources Commission is proposing to make some changes to deer regulations beginning the 2018-2019 year. These changes include making adjustments to season guidelines as well as the Season Zone Map.

At this time, Lee County is located within the Central Deer Season Zone. Under the proposed changes, Lee County would have an eight week gun hunting season, whereas counties (including Harnett) that are located within the adjoining Southeastern Deer Season Zone would have an 11 week gun hunting season. The City feels that allowing gun hunters more days to hunt will help us in controlling the deer population.

The Sanford Council would like to see if Lee County would be interested in joining the City of Sanford in requesting that Lee County be assigned to the Southeastern Deer Season Zone. Please consider passing a resolution, as you have in the past, proposing a change to Lee County's Deer Season Zone designation.

Please let me know if you have any questions.

Sincerely,

Hal Hegwer  
City Manager

Lee County  
Managers Office

JAN 19 2018

SEASON ATTRIBUTES

**PROPOSED DEER SEASON ZONES  
(PEAK OF THE RUT)**

	<b>SOUTHEASTERN (OCT. 27)</b>	<b>NORTHEASTERN (NOV. 7)</b>	<b>CENTRAL (NOV. 15)</b>	<b>NORTHWESTERN (NOV. 25)</b>	<b>WESTERN (DEC. 2)</b>
<b>Opening of Blackpowder</b>	Saturday nearest Oct. 15	Saturday nearest Oct. 22	3 Saturdays before Thanksgiving	2 Saturdays before Thanksgiving	Saturday before Thanksgiving
<b>Length of Blackpowder</b>	1 week	1 week	1 week	1 week	1 week
<b>Opening of Gun</b>	Saturday nearest Oct. 22	Saturday nearest Oct. 29	2 Saturdays before Thanksgiving	Saturday before Thanksgiving	Saturday after Thanksgiving
<b>Length of Gun</b>	11 weeks	10 weeks	8 weeks	7 weeks	6 weeks
<b>Closing of Gun</b>	1st Sunday in January	1st Sunday in January	1st Sunday in January	1st Sunday in January	1st Sunday in January
<b>Antlerless Bag Limit</b>	4 - Statewide				
<b>Antlered Bag Limit</b>	2 - Statewide				



## **Fiscal Note for Proposed Bear and Deer Rule Amendments for the Wildlife Resources Commission**

**Rule Amendments:** 15A NCAC 10H .0202 Bear  
15A NCAC 10B .0203 Deer (White-Tailed)

**Agency Contact:** Carrie Ruhlman  
Policy Analyst  
NC Wildlife Resources Commission  
1751 Varsity Drive, Raleigh, NC  
(919) 707-0011  
carrie.ruhlman@ncwildlife.org

**Impact Summary:** State Government: Yes  
Local Government: Yes  
Private Impact: Yes  
Substantial Impact: No

**Authority:** G.S. 113-134; 113-270.3; 113-276.1; 113-291.2; 113-291.7; 113-305

## **Background**

The wildlife resources of the State belong to the people of the State, including the enjoyment of these resources (G.S. 113-131(a)). The Wildlife Resources Commission (hereinafter WRC or Commission) is tasked with the conservation of wildlife resources of the State (G.S. 143-239). This responsibility includes managing, as equitably as possible, the various competing interests regarding these resources, including the use and take of such resources (G.S. 113-131.1(a)). The statutes governing wildlife resources are found in Chapter 113, Subchapter IV of the General Statutes, and WRC has been granted rulemaking authority to implement the provisions of these statutes (G.S. 113-134). In accordance with the supply of wildlife and other factors it determines to be of public importance, the Wildlife Resources Commission may fix seasons and bag limits upon the wild animals and wild birds authorized to be taken that it deems necessary or desirable in the interests of the conservation of wildlife resources (G.S. 113.291.2(a)).



## I. Introduction and Purpose of Rule Change

To optimize the relationship between hunting seasons and biological conditions of the bear and deer populations, the WRC is proposing to modify the hunting zones in the Coastal Black Bear Management Unit (CBMU), deer hunting season zones, and associated hunting seasons for both species throughout the State.

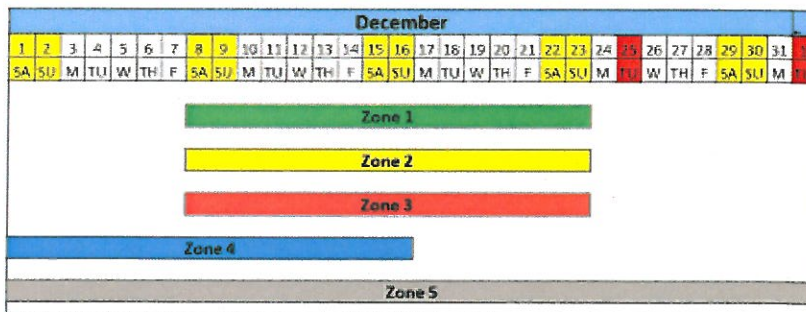
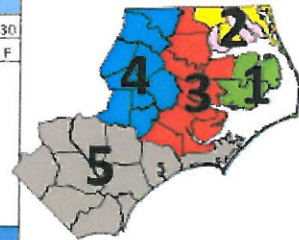
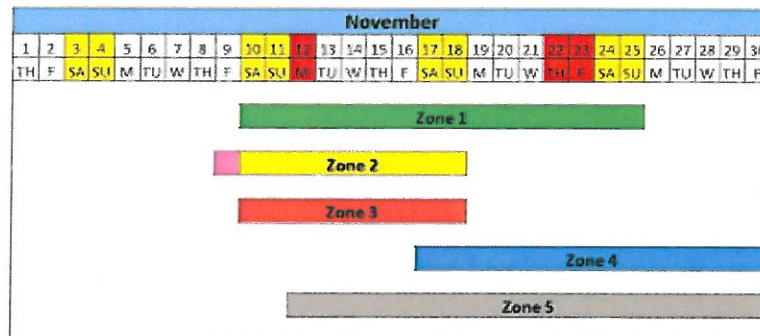
### Bear

Proposed changes to the bear management units and bear hunting seasons are as follow:

- 1) Change bear hunting seasons in the CBMU to align hunting seasons with biological zones.

Goals and objectives in the 2012 – 2022 North Carolina Black Bear Management Plan<sup>1</sup> call for stabilizing bear population growth in the CBMU at 2012 levels while sustaining a bear population to provide hunting and other benefits to the citizens of North Carolina. After evaluating significant public input, biological data from across the coastal region, and options for balancing biological and social goals, the changes to the current rules are proposed to meet goals in the Black Bear Management Plan, public desires for bear management, and social carrying capacity.

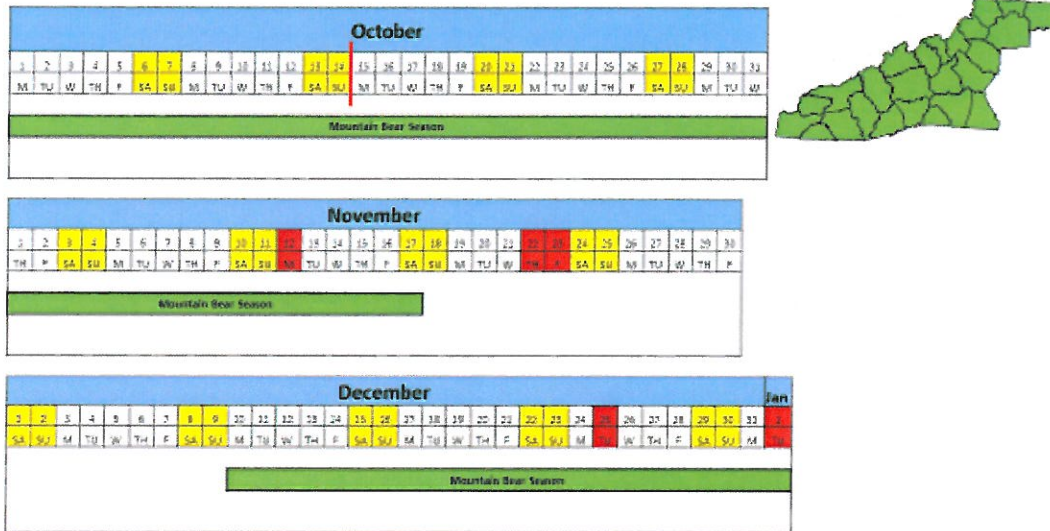
### Proposed 2018-19 CBMU Seasons - 5 Zones



<sup>1</sup> [http://www.ncwildlife.org/Portals/0/Learning/documents/Species/Bear/Black%20Bear%20Management%20Plan\\_2012-2022.pdf](http://www.ncwildlife.org/Portals/0/Learning/documents/Species/Bear/Black%20Bear%20Management%20Plan_2012-2022.pdf)

- 2) Change bear hunting season in the Mountain Bear Management Unit (MBMU) to begin on the first Monday in October.

**Proposed 2018-19 MBMU Season**



Proposed statewide changes to deer hunting seasons will result in overlap of the current bear and deer hunting seasons in the MBMU, where historically, these seasons have not overlapped (deer and bear seasons currently overlap in all other portions of the State with no significant user conflicts). In collaboration with mountain bear hunters, the proposal to add two weeks at the beginning of the season in October was developed. Based on available biological data, adding two weeks to the beginning of the bear season should have no negative impacts on the bear population.

**Deer**

To improve the biological condition of the deer herd and hunter satisfaction, WRC staff began evaluating deer populations and hunting season frameworks in 2010. Biological objectives were set for management in the best interest of the resource and data were collected to determine if those objectives were being met. Results of biological evaluations of the statewide deer herd were publicized and initial feedback was gathered in public forums in 2015.<sup>2</sup> A scientific 2016 Survey of Deer Hunters was developed to better determine the desires, expectations, and potential support from deer hunters to meet biological objectives across the state.<sup>3</sup>

<sup>2</sup> <http://www.ncwildlife.org/Portals/0/Regs/Documents/Evaluation-of-Deer-Hunting-Seasons-and-Mgt-Units.pdf>

<sup>3</sup> <http://www.ncwildlife.org/Portals/0/Hunting/Documents/Deer/2016-Deer-Hunting-and-Management-Survey-Report.pdf>

Biologically, the deer herd is in good condition, but could be improved by reducing young buck harvest, shifting the timing of harvest later in the year, and adjusting doe harvest rates. From the deer hunter survey, the WRC found that hunter satisfaction has declined since the last survey in 2006, and that 68% think there are too few mature bucks in the herd. Additionally, 48% of respondents wanted deer numbers to increase.<sup>4</sup> Eighty-one percent of respondents were willing to see changes in deer hunting seasons to improve herd condition, but their preferences on these changes were mixed.

Changes to improve the condition of the herd require some trade-offs to hunting opportunity and/or traditions. Potential trade-offs that hunters would make to season lengths, timing, and bag limits were assessed from the survey. Based on both the survey results and biological evaluation, WRC staff developed five deer zones and a management option for each zone that balanced hunter preferences with the biologically optimum management of the deer herd.

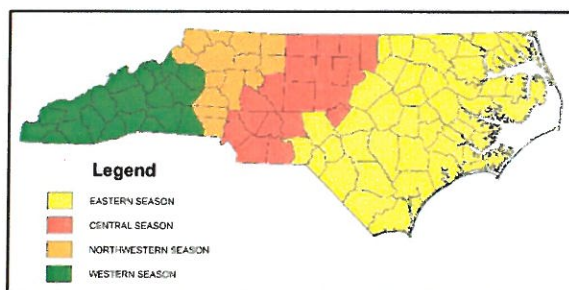
Public forums were held in 2017 to present results of WRC evaluations, and potential changes in hunting seasons that could improve the condition of the deer herd and positively impact deer hunting. In addition to the anticipated support for these options from the deer hunters surveyed in 2016, 80% of the 401 forum attendees indicated that they either supported the options presented or would accept them if the results improved management of the deer herd.

The proposed changes to the deer seasons were developed from this multi-year evaluation and should significantly improve the biological condition of the herd and hunter satisfaction over time, by improving buck age structure, timing of the harvest, and establishing a sustainable doe harvest.

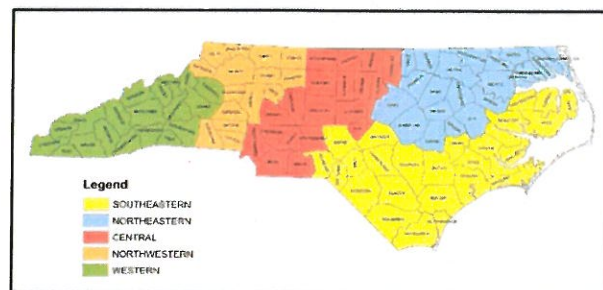
The proposed changes to season frameworks are as follows:

- 1) Establish five deer season zones by splitting the Eastern Zone into two zones, Northeastern and Southeastern. Move Cleveland County to the Northwestern Zone.

**Current Deer Season Zones**



**Proposed Deer Season Zones**



<sup>4</sup> Data based on responses from 33,750 participants.

- 2) Implement the following changes in season lengths and timing, and both antlered and antlerless bag limits within each of the five season zones.

**Proposed Season Change: Western**  
 Peak Breeding: December 2

2018/2019 Season	Current Season	Proposed Change	Proposed Season
Blackpowder	Oct. 1-13 Monday opening	7 weeks later; 1 week shorter	Nov. 17 – 23 Saturday opening
Gun	Nov. 19 - Dec. 8 Monday opening	5 days later; 3 weeks longer	Nov. 24 - Jan. 6 Saturday opening
Antlered bag	2	No change	2
Antlerless bag	6	Reduced	4

**Proposed Season Changes: Northwestern**  
 Peak Breeding: November 25

2018/2019 Season	Current Season	Proposed Change	Proposed Season
Blackpowder	*Nov. 3 - Nov. 16	1 week later; 1 week shorter	Nov. 10 - Nov. 16
Gun	*Nov. 17 - Jan. 1	Same time; 5-7 days longer	Nov. 17 - Jan. 6
Antlered bag	2	No change	2
Antlerless bag	**Unlimited	Reduced	4

\*Cleveland blackpowder currently opens Oct. 1 and gun Nov. 19  
 \*\*Unlimited with purchase of bonus antlerless report card in max. either-sex seasons

**Proposed Season Changes: Central**  
 Peak Breeding: November 15

2018/2019 Season	Current Season	Proposed Change	Proposed Season
Blackpowder	Oct. 27 - Nov. 9	1 week later; 1 week shorter	Nov. 3 - Nov. 9
Gun	Nov. 10 - Jan. 1	Same time; 5 days longer	Nov. 10 - Jan. 6
Antlered bag	2	No change	2
Antlerless bag	*Unlimited	Reduced	4

\*Unlimited with purchase of bonus antlerless report cards

**Proposed Season Changes: Northeastern**  
 Peak Breeding: November 7

2018/2019 Season	Current Season	Proposed Change	Proposed Season
Blackpowder	Sept. 29 - Oct. 12	3 weeks later; 1 week shorter	Oct. 20 - Oct. 26
Gun	Oct. 13 - Jan. 1	2 weeks later; 9 days shorter	Oct. 27 - Jan. 6
Antlered bag	4	Reduced	2
Antlerless bag	*Unlimited	Reduced	4

\*Unlimited with purchase of bonus antlerless report cards

**Proposed Season Zone: Southeastern**  
 Peak Breeding: Oct. 27

2018/2019 Season	Current Season	Proposed Change	Proposed Season
Blackpowder	Sept. 29 - Oct. 12	2 weeks later; 1 week shorter	Oct. 13 - Oct. 19
Gun	Oct. 13 - Jan. 1	1 week later; 2 days shorter	Oct. 20 - Jan. 6
Antlered bag	4	Reduced	2
Antlerless bag	*Unlimited	Reduced	4

\*Unlimited with purchase of bonus antlerless report cards

- 3) Shift either-sex days to the front of Introductory, Conservative, and Moderate antlerless deer seasons.

Either-Sex Season	Area Impacted	Current	Proposed
<b>Blackpowder – Introductory</b>	In and west of Henderson, Buncombe, Yancey, Mitchell, Avery	Last day	First day
<b>Gun – Introductory</b>	Buncombe, Haywood, Henderson, Madison, Transylvania	Last day	First day
<b>Gun - Conservative</b>	Avery, Burke, Caldwell, McDowell, Mitchell, Yancey	Last 6 days	First 7** days
<b>Gun - Moderate</b>	Cleveland, Polk, Rutherford	First 6* and last 7 days	First 14** days

\*Monday opening and Saturday closing

\*\*Saturday opening and Friday closing (includes an additional Sunday)

- 4) Restrict use of bonus antlerless deer licenses to the urban archery season and shift the closing day of the urban archery season from Saturday to Sunday (adds 1 day).

*Expected effectiveness*

Hunters indicated a desire for a slight increase in the deer population in areas that they hunt and biologist likewise concur, that current population trend data, especially across the coastal plain indicate a declining deer population in these areas. The reasons for these declines are likely related to multiple factors including changing land use (habitat change) and new mortality factors (predators), but hunter harvest of antlerless deer remains the most significant mortality factor on that segment of the deer herd. Since the only regulatory approach to addressing this declining trend is to reduce the harvest of female deer by humans during open hunting seasons, this proposal reduces the legal limit for antlerless deer statewide. Based on harvest data and harvest trends, this change may result in a minimum of 4% reduction in doe harvest.<sup>5</sup> Biologists will continue to monitor the trends and make recommendations for antlerless harvest appropriately to address future changes in the population trends.

One of the WRC established biological management objectives for the deer herd is that the sex composition of the harvest that occurs prior to peak breeding is comprised of at least 50% does. This biological variable is not currently met for any of the Deer Management Units. This means that either doe harvest prior to the peak breeding period needs to increase or antlered buck harvest prior to that time period needs to decrease. Achieving this objective will ensure that does are not overrepresented in the population at peak breeding periods. This in turn ensures adequate breeding of females during the first estrous period, that fawn births occur during an optimal and relatively short span of time, and that food resources are available later in the season. In areas

<sup>5</sup> Calculated from reported harvest data.

with undesirably low deer density the objective is to decrease antlered buck harvest prior to the peak breeding period, as additional doe harvest is not warranted.

Another biological management objective with regards to deer management is that no more than 20% of the total antlered buck harvest (i.e., excluding button bucks) occurs before the time of peak breeding. Achieving this objective will ensure that adult bucks are not under-represented in the population at peak breeding periods, and that successful yearling buck dispersal is adequate. Meeting this objective also ensures adequate breeding of females during the first estrous period and that fawn births occur during an optimal and relatively short span of time. Minimizing the span of fawning dates across time may also reduce predation of fawns by predators.

As for the shift in buck age structure the agency estimates that at a minimum, during the 2016/17 deer season, 7,362 antlered bucks would not have been lawfully harvested with a 2-buck limit.<sup>6</sup> Natural mortality in most populations in typical years is <20%, indicating that at a minimum, roughly 6,000 antlered bucks would survive to the next hunting season, and would be 1 year older, which would contribute to a shift in the buck age structure. Reducing buck harvest increases annual survival rates, which results in a shift in the age-structure toward older individuals. This is because the reduction in buck harvest occurs annually and there is a cumulative effect resulting in increases in all age classes over time.

Specifically, in the 2016/17 season, 16% of antlered bucks reported to be harvested in the 4-buck area (Eastern Season Zone) were taken with the 3<sup>rd</sup> or 4<sup>th</sup> buck “tag” by hunters harvesting all their bucks solely in the Eastern Deer Season Zone (5,769 antlered bucks).<sup>6</sup> This is a conservative estimate of reduction in harvest that could occur from changing to a 2-buck limit. But, the reduction in harvest from this change would likely be even higher because this estimate does not account for hunters hunting both sides of the current buck limit line or potential changes in harvest selectivity, and of course does not account for the fact that many hunters may become more selective (i.e., holding their tags in case they see a bigger buck).

Currently, the agency is not meeting the buck age-structure objective (<30% 1.5yr. bucks in the antlered harvest) in any season zone, but is relatively close in the Eastern Zone (33%). The antler characteristics of a 2.5 yr. old in the Eastern Season Zone are similar to those of a yearling (1.5 yr.) in the rest of the state, which contributes to a lower percent yearling (1.5yr.) bucks in the harvest. A statewide 2-buck limit that prevents individuals from traveling across zones to harvest more than two bucks, will likely result in moving toward this objective across the state, and meeting the objective in the Eastern Zone.

## **II. Impacts - Costs**

### **State Impact**

The proposed amendments to the bear and deer rules are anticipated to create the following costs to the State.

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<sup>6</sup> Calculated from 2016/17 reported harvest data.

*10B .0202 Bear*

No specific state-level costs are anticipated due to proposed changes in bear season.

*10B .0203 Deer (White-Tailed)*

In the 2016-17 deer season, deer hunters purchased 2,447 bonus antlerless deer licenses at a cost of \$10.00 each (2,447 X \$10.00 = \$24,470.00). Currently bonus antlerless deer licenses are valid during all open seasons in counties with the “maximum” either-sex season. The proposed amendments to 10B .0203 would make bonus antlerless deer licenses valid only during the urban archery season (in the second half of January). Based on data from the WRC big game harvest reporting system, 99.5% (1864 out of 1873 in 2016-17) of the antlerless deer harvests reported on bonus licenses occurred before the Urban Archery Season. Based on this information, the WRC anticipates a significant decline in the number of bonus antlerless licenses sold. However, because the intent of the license purchase is unknown (when the hunter intended to use the bonus license), as is the actual usage of the license (hunters may have reported antlerless deer on this license before reporting on their hunting license), the WRC is unable to accurately estimate the decline in sales, and thus anticipates a maximum potential loss of approximately \$24,470 per year in revenue.

The WRC is authorized by G.S. 113-270.1 to charge a fee of \$2.00 per transaction for the sale of licenses or permits issued by the Commission. In 2016, 288 bonus antlerless licenses were sold by governmental license sales methods (sales counter, help desk, internet sales) as independent transactions (individual purchased just the bonus antlerless license), totaling \$568 (288 x \$2 = \$568.00). Because the WRC anticipates that the number of bonus antlerless deer licenses sales will decline due to the proposed amendments to the rule, it also anticipates a reduction in this specific revenue. Unfortunately, due to lack of data the agency is unable to accurately estimate what the decline will be, and thus anticipates a maximum potential loss of approximately \$568 per year.

**Local Impact**

The proposed amendments to the Bear and Deer Rules are anticipated to create no local economic costs.

**Private Impact**

The proposed amendments to the Bear and Deer Rules are expected to create the following private costs.

*10B .0202 Bear*

No specific private costs are anticipated due to proposed changes in bear season.

*10B .0203 Deer (White-Tailed)*

WRC license agents are authorized by G.S. 113-270.1 to charge a fee of \$2.00 per transaction for the sale of licenses and permits issued by the Commission. In 2016, 470 bonus antlerless licenses were sold by WRC license agents as independent transactions (individual purchased just

the bonus antlerless license), totaling \$940 (470 x \$2 = \$940) statewide. Because the WRC anticipates that the number of bonus antlerless deer licenses sales will decline due to the proposed amendments to the rule, it also anticipates a reduction in this specific revenue for license agents. Unfortunately, due to lack of data, there is no way to accurately estimate the reduction in sales, and thus the maximum potential loss of approximately \$940 per year for license agents across the state is anticipated.

While each licensed hunter will still be able to harvest six deer statewide each season, the removal of the bonus antlerless license (except for Urban Archery Season) may impact an individual's opportunity to harvest additional antlerless deer and potentially their ability to obtain meat. Based on survey data from the 2017 deer forums, many of the hunters in attendance indicated that the primary reason they hunt is for the venison. Because it is illegal for individual hunters to sell venison, it is assumed that the meat is being used by individuals to feed themselves, their families, or friends. It is possible that some hunters will obtain less meat because of the proposed rule changes, and therefore need to spend additional money on commercially available protein. However, only 124 hunters reported taking more than 6 deer during the 2016-2017 deer season.<sup>7</sup> Additionally, the WRC does not know what successful hunters do with their venison, therefore it is not possible to accurately estimate this potential impact.

Reducing the antlerless bag limits could result in a slight increase in deer numbers in some areas. Depending on specific location, it is possible that in these areas a proportional increase in depredation could occur. While WRC does not expect a significant increase in depredation as a result of these rule changes, no changes are being proposed that alter the opportunity of a landholder to obtain a depredation permit and address these situations. Additionally, the WRC is making no changes to the Deer Management Assistance Program which, through biological prescription, allows individuals to harvest more antlerless deer than is allowed on their normal season bag limit.

In all proposed deer season zones, the length of the blackpowder season is proposed to be reduced by one week. Additionally, in the Northeastern and Southeastern Zones, the length of the proposed gun season is shortened. While this could be considered a lost opportunity for hunters, there are a variety of factors that play into an individual's decision to hunt on any given day, including time of the season, weather, and deer behavior (i.e. peak breeding "the rut", deer becoming more nocturnal due to increased hunting pressure, etc.). Hunters are well aware of these changes, and thus, not all days within a season can be considered equal. Because of the length of deer seasons in NC, the agency does not anticipate the change to be a major lost opportunity, but instead, as an adjustment that could lead to considerable benefits in the quality of an individual's experience in the future. On the flip side, the increased number of available hunting days in the firearms (blackpowder and gun) seasons in the western zone could have the effect of leading hunters to experience a sense of security or additional opportunity that leads to procrastination, which could ultimately lead to fewer days hunted. However, because the agency is unable to predict hunter behavior, there is no way to accurately anticipate the magnitude of either of these costs.

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<sup>7</sup> Data from WRC hunter survey with 781 respondents.



### **III. Impacts - Benefits**

#### **State Impact**

It is unknown if increasing the season length will result in increased hunter effort (trips to the field throughout the season). However, more time in the woods each season could lead to increased contacts with enforcement personnel and increases in the number of citations issued, some of which result in court costs, replacement costs, etc. Replacement cost of a black bear is \$2,232 and a deer is \$602; court costs can vary annually but are consistent across the state.

Approximately 233,000 hunting licenses are sold each year, 24,000 of those being lifetime licenses. In addition, approximately 28,000 bear e-stamps are sold each year. While it is possible that increases in season length for bear and deer could result in additional sales of licenses and/or bear e-stamps, the likelihood of this occurring is unknown. Additionally, the WRC sells a variety of different licenses that make estimating the potential increase in license sales impractical. However, any increase in sales is not anticipated to be significant, as it does not appear that hunters are currently limited by time (Table 1, Table 2).

#### *10B .0202 Bear*

In some bear hunting zones, increasing the length of the season could result in additional days that non-local hunters spend in these areas. These hunters may spend additional money purchasing lodging, fuel, food, and bait which would contribute to the economy in the form of increased state tax revenue. However, the WRC has no way to estimate or quantify this benefit.

#### *10B .0203 Deer (White-Tailed)*

Reducing the season bag limit on antlerless deer from six to four has the potential to result in some hunters purchasing bonus antlerless licenses and increasing efforts in the urban archery season. While it is known that only 0.5% (9 of 1873) of the antlerless deer harvests reported on bonus licenses occurred during the Urban Archery Season<sup>8</sup>, there is no way for the agency to estimate how much the harvest with bonus antlerless licenses will increase in the Urban Archery Season because of the proposed rule change.

#### **Local Impact**

The proposed amendments to the Bear and Deer Rules are expected to have minimal local benefits.

#### *10B .0202 Bear*

In some zones, increasing the bear season could result in additional time spent in these areas by non-local hunters. These hunters may spend additional money purchasing lodging, fuel, food, and bait which would contribute to the local economy in the form of increased county and city tax revenues. Unfortunately, the WRC has no way to estimate or quantify this benefit.

Additionally, baiting of bears (with certain restrictions in statute and rule) is legal in most seasons across the state. Because the bear season will be extended by two weeks in the MBMU, additional opportunities will be available for individuals to bait bears in these areas. While the

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<sup>8</sup> 2016-2017 data from the WRC big game harvest reporting system.

WRC does not track information on bear baiting, it is reasonable to assume that in areas where seasons increase, the sale of unprocessed bait for bears may also increase, thus minimally increasing local tax revenue. However, the WRC has no mechanism for estimating this impact.

*10B .0203 Deer (White-Tailed)*

No specific local benefits are anticipated due to proposed changes in deer seasons.

**Private Impact**

The proposed amendments to the Bear and Deer Rules are expected to have appreciable private benefits.

Hunting, in most cases, is a voluntary activity. Increasing or decreasing the length of a hunting season does not mandate that individual hunters adjust their participation; hunters choose whether to hunt on available season days. Regardless of season length, many hunters will hunt the same number of days, and changes in season length do not necessarily result in changes to hunting participation. A variety of factors play a role in a hunter's decision about when they will hunt during the season beyond convenience, including weather, animal behavior and number of animals available for harvest (more deer earlier in the season vs. later). However, opportunity cost effects may occur in the Mountain Deer Season zone, where increasing the season length by 2 weeks offers individuals additional days to either increase their participation (number of hunting trips) or modify their participation in a way that allows them to more optimally allocate their time between various activities. Increasing the length of the season may provide additional advantageous opportunities for hunters, decreasing the opportunity costs of participating in this activity. This opportunity may be considered a benefit by those individuals able to take advantage of the additional days. Hunters may also value and benefit from an extended season - even if they do not increase their hunting trips - due to the added convenience of the extended opportunities to participate in the activity. A longer season may allow hunters to optimally allocate their time between hunting and other activities (lower opportunity costs).

In NC, seasons for bear and deer currently provide extended opportunities for participation in comparison with season lengths in some other states. WRC data (Table 1 and Table 2) indicate that most hunters are not hunting on all currently available hunting days. Current firearm (gun and blackpowder) seasons for deer range from 30 to 90 days. The mean number of days hunted for deer is approximately 15 days. Current bear hunting seasons range from 24 to 58 days and the mean number of days hunted for bear is approximately 7. These data illustrate that most North Carolina hunters are using less than half of the currently available hunting days for either species. Except for the proposed increases to the Zone 1 bear hunting season, the MBMU season and the Mountain Deer Season, the WRC does not anticipate that increasing the number of open days will necessarily increase hunting participation, but acknowledges that expanding these seasons could provide additional opportunities.

Table 1. Number of days respondents to the 2016 survey of deer hunters hunted during open deer season.<sup>9</sup>

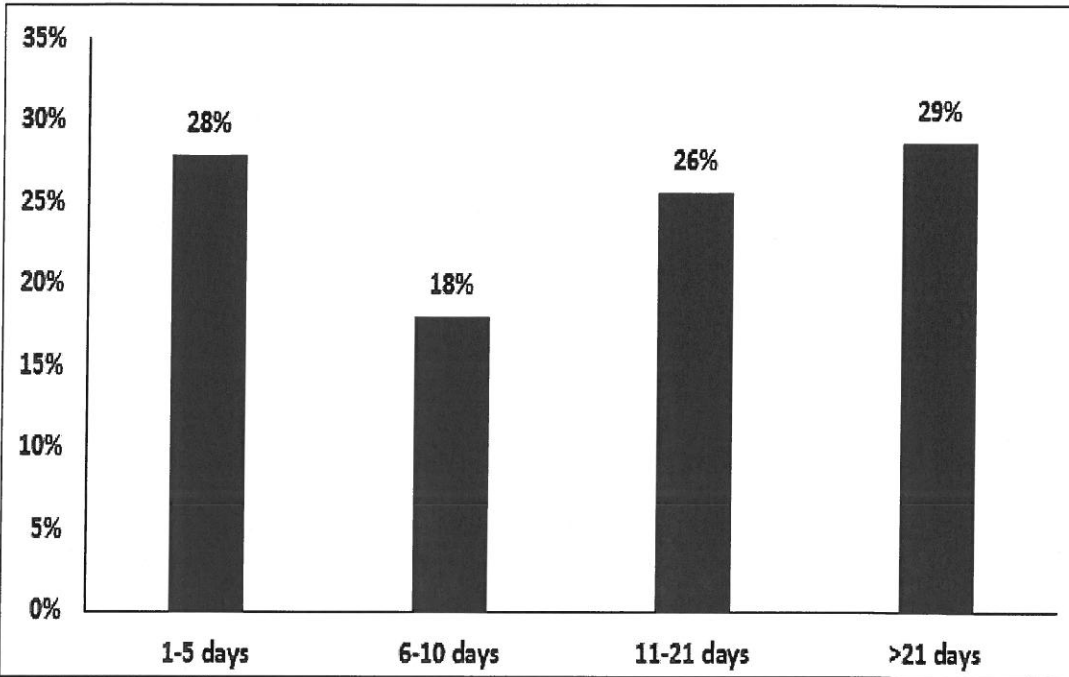
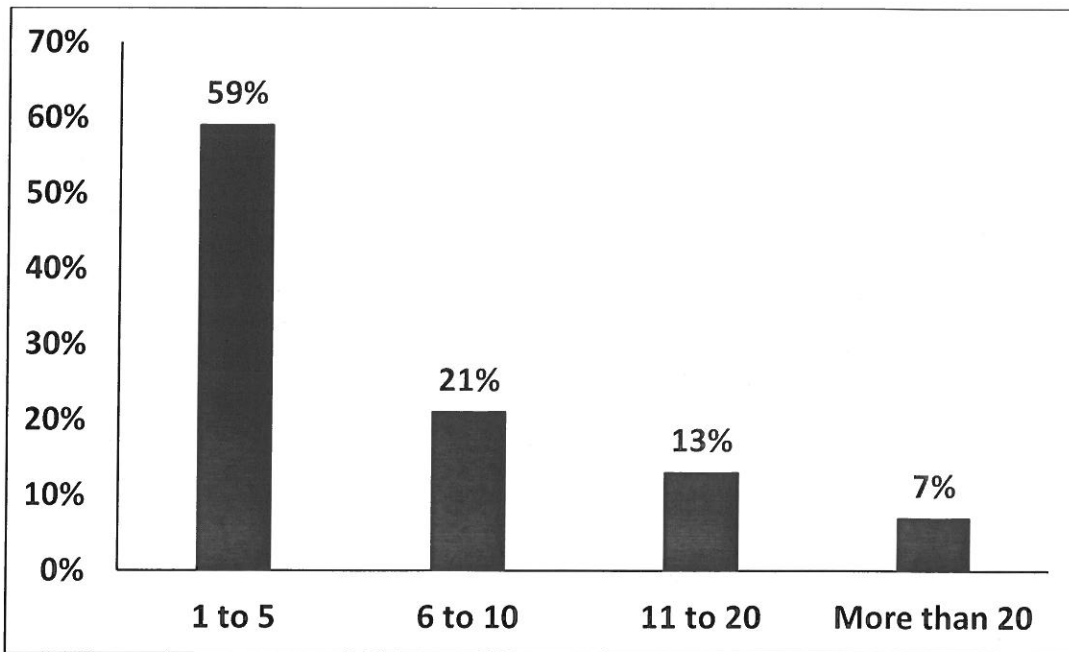


Table 2. Number of days bear e-stamp survey respondents hunted during open bear season.<sup>10</sup>



<sup>9</sup> Data obtained from 2016 WRC deer hunter survey (n = 33,750).

<sup>10</sup> Data obtained from 2015 bear e-stamp survey (n = 20,747).

#### *10B .0202 Bear*

Landowners/Farmers can legally shoot bears that are in the act of damaging their property with or without a depredation permit. In some bear management units, increasing the bear season may result in increased harvest, which could have an accompanying reduction in crop depredation issues from black bear. While the WRC does not know how many bears are shot without a depredation permit, there are data on the number of depredation permits issued. There were 27 depredation permits issued by the WRC for black bear in 2016. Most permits (22) were issued in the CBMU (15 in District 1 and seven in District 2). There is no way to predict if harvest will increase enough to result in associated decreases in crop depredation, or to know if the bears taken during the season would be the same ones that might cause damage.

#### *10B .0203 Deer (White-Tailed)*

Because proposed amendments to the rules will make bonus antlerless deer licenses valid only during the urban archery season, the agency expects the purchase of these bonus licenses to significantly decrease. Based on 2016-17 deer season license sales, 2,447 bonus antlerless licenses were purchased at a cost of \$10.00 each. While the agency does anticipate that participation in the urban archery season may minimally increase, it is expected, on net, that fewer hunters will purchase bonus licenses. Thus, the agency anticipates the maximum change of approximately \$24,470 ( $\$10/\text{license} \times 2,447 \text{ licenses} = \$24,470$ ) in avoided costs for hunters.

Additionally, sustainable doe harvest along with improvements in timing of harvest, buck age-structure, and sex-ratio of the deer herd should improve long-term hunter satisfaction. Available days to hunt with a firearm (blackpowder and gun) would be increased in the Western Deer Season Zone.

## **IV. Uncertainties**

During the deer and bear forums, hunters had a chance to express their concerns about changes to the bear and deer seasons. While the WRC recognizes these concerns, there is no available mechanism to validate or quantify them. These issues are presented below.

#### *10B .0202 Bear*

A hunting lease is an arrangement between a property owner and hunter(s), that allows them to hunt land for a specified time period. This is a widely recognized way for landowners to manage their property while receiving income, and for hunters to have access to land that would otherwise be off-limits to them. The WRC does not regulate this practice. However, it is known that much of the property in the CBMU is leased to bear hunters and guides.

Individual hunters have expressed the following concerns about hunting leases in regards to extended bear seasons:

- Guide fees in some coastal bear areas are so substantial that increasing the season length in these areas will result in a lost opportunity because they can't afford to lease the property (guides will outbid them for the land).

The WRC believes that this may occur regardless of season length.

- Increasing the length of bear seasons could increase the fees that landowners charge hunters for hunting access (lease fees).

These fees are typically paid for a specific hunting year regardless of the season length and the WRC is unaware of information that would support this concept.

- If seasons are lengthened, bear guides/outfitters will have more time to serve more clients, and this will ultimately result in driving lease rates higher.

The WRC does not have access to income received by hunting guides, nor does it have knowledge of lease rates or income of landowners/landholders. The WRC has no way to predict fee increases for hunting leases or guide services, but does not anticipate an increase in the number of guides due to the proposed season changes, as the land area is not changing. Additionally, the WRC recognizes that it is possible that increasing the bear season length could result in increases in land lease rates, resulting in additional income for landowners/landholders and it is also possible that increases in bear harvest will occur in some zones, thus leading to additional business for meat processors who charge fees for processing carcasses. Due to lack of data, estimates of these speculated impacts are unquantifiable and unknown.

#### *10B .0203 Deer (White-Tailed)*

Some hunters that pay annual lease fees to access hunting land believe that decreasing season length would result in fewer access days per unit cost. While this may be the case, the WRC has no way of determining the actual cost to lessees for reduced access days. However, it should be noted, that with only one exception, the proposed changes in season length either maintain or increase the number of weekend days as the current seasons.

## **V. Economic Impact Summary**

In estimating the economic impact of the proposed amendments to the Bear and Deer rules, most costs identified were unquantifiable. However, the following quantifiable impacts were identified:

### **State**

#### *10B .0203 Deer (White-Tailed)*

- Estimated \$24,470 annual reduction in sales of the bonus antlerless deer license
- Estimated \$568 annual reduction in the \$2.00 transaction fee.

### **Private**

#### *10B .0203 Deer (White-Tailed)*

- Estimated \$940 annual reduction in collection of \$2.00 transaction fee collected by WRC service agents.
- Estimated \$24,470 annual avoided cost for hunters not purchasing bonus antlerless deer licenses.

Based on these estimates, the WRC expects an annual recurring loss of approximately \$25,038. A private total loss of approximately \$940 is expected for license agents located throughout the state, with varying impacts to individual license agents, and individual hunters are expected to experience a maximum of approximately \$24,470 in avoided costs for purchase of bonus antlerless deer licenses.

While several cost and benefits associated with the proposed amendments have been identified, many are speculative and cannot be quantified due to lack of data.

Unquantifiable costs and benefits include the following:

#### **State**

- Additional sales of bear e-stamps
- Increased (or decreased) sales tax revenue from hunter purchases
- Increase in citations issued during bear or deer seasons, some of which result in court costs, replacement costs, etc.
- Improved quality and condition of the deer herd

#### **Local**

- Increased (or decreased) sales tax revenue from hunter purchases

#### **Private**

- Increased hunter satisfaction because of improved quality and condition of deer herd
- Decrease in bag limit for both sexes
- Reduced crop depredation from black bears with increased harvest
- Increased hunter access fees (land lease costs)
- Increased income for guides/outfitters
- Increased sales of bait, gasoline, food, lodging, etc.
- Loss or increase in meat obtained from harvested game
- Increased/decreased opportunities to hunt based on length of seasons

In summary, only the loss of WRC revenue from the sale of bonus antlerless deer licenses and the loss of associated transaction fees collected by the State and private license agents are known, quantifiable costs. All other impacts anticipated from these proposed rule changes are speculative and/or are not quantifiable due to the nature of the rules themselves. However, the WRC believes that the biological and social benefits of the proposed changes to the bear and deer rules, though likely not immediate, will far outweigh the costs.

APPENDIX A – Proposed Rule Text

1 **15A NCAC 10B .0202 BEAR**

2 (a) Open Seasons for hunting bear shall be from the:

3 (1) ~~First Monday in on or nearest October 15 to through~~ the Saturday before Thanksgiving and the third  
4 Monday after Thanksgiving ~~to through~~ January 1 in and west of Surry, Wilkes, Caldwell, Burke,  
5 and Cleveland ~~counties~~ counties;

6 (2) Second Monday in November ~~to through~~ January 1 in Bladen, Brunswick, Carteret, Columbus,  
7 Cumberland, Duplin, New Hanover, Onslow, ~~Pamlico~~, Pender, Robeson, and Sampson  
8 ~~counties~~ counties;

9 ~~(3) First Monday in December to the third Saturday thereafter in Robeson County~~

10 ~~(4)~~(3) Second ~~Monday-Saturday~~ in November ~~to through~~ the following ~~Saturday-Sunday~~ and the third  
11 ~~Monday-Saturday~~ after Thanksgiving ~~to through~~ the fifth ~~Saturday-Sunday~~ after Thanksgiving in  
12 Beaufort, Bertie, ~~Camden~~, ~~Chowan~~, ~~Craven~~, ~~Dare~~, ~~Edgecombe~~, ~~Greene~~, ~~Halifax~~, ~~Hyde~~, ~~Hertford~~,  
13 Jones, ~~Lenoir~~, Martin, Nash, ~~Northampton~~, ~~Pasquotank~~, ~~Pitt~~, ~~Tyrrell~~, ~~Pamlico~~, and  
14 ~~Washington~~ Washington, Wayne, and Wilson ~~counties~~ counties;

15 ~~(4)~~ Second Saturday in November through the first Sunday after Thanksgiving and the third Saturday  
16 after Thanksgiving through the fifth Sunday after Thanksgiving in Dare, Hyde, and Tyrrell counties;

17 ~~(5)~~ Second Saturday preceding the second Monday in November to through the following Sunday  
18 Saturday and the third Saturday Monday after Thanksgiving ~~to through~~ the fifth Saturday after  
19 Thanksgiving in Bertie, Currituck, Gates, ~~Hertford~~, and Perquimans ~~counties~~ counties;

20 ~~(6)~~ Second Monday in November through the following Sunday and the third Saturday after  
21 Thanksgiving through the fifth Sunday after Thanksgiving in Camden, Chowan, and Pasquotank  
22 counties;

23 ~~(7)~~ Third Saturday in November though the fifth Sunday thereafter in Edgecombe, Greene, Halifax,  
24 Lenoir, Nash, Northampton, Pitt, Wayne, and Wilson counties; and

25 ~~(6)~~(8) Concurrent with the open season for all lawful weapons for hunting deer as specified in 15A NCAC  
26 10B .0203(a)(1) in Alamance, Alexander, Anson, Cabarrus, Caswell, Catawba, Chatham, Davie,  
27 Davidson, Durham, Franklin, Forsyth, Gaston, Granville, Guilford, Harnett, Hoke, Iredell, Johnston,  
28 Lee, Lincoln, Mecklenburg, Montgomery, Moore, Orange, Person, Randolph, Richmond,  
29 Rockingham, Rowan, Scotland, Stanly, Stokes, Union, Vance, Wake, Warren, and Yadkin counties.

30 (b) Restrictions

31 (1) For purposes of this Paragraph, "bait" means any natural, unprocessed food product that is a grain,  
32 fruit, nut, vegetable, or other material harvested from a plant crop that is not modified from its raw  
33 components.

34 (2) Bears shall not be taken with the use or aid of:

35 (A) any processed food product as defined in G.S. 113-294(r), any animal, animal part or  
36 product, salt, salt lick, honey, sugar, sugar-based material, syrups, candy, pastry, gum,  
37 candy block, oils, spices, peanut butter, or grease;

38 (B) any extracts of substances identified in Part (A) of this Subparagraph;

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- 1 (C) any substances modified by substances identified in Part (A) of this Subparagraph,  
2 including any extracts of those substances; or  
3 (D) any bear bait attractant, including sprays, aerosols, scent balls, and scent powders.  
4 (3) Bears may be taken with the aid of bait from the Monday on or nearest October 15 to the Saturday  
5 before Thanksgiving in the counties in Subparagraph (a)(1) of this Rule.  
6 (4) Bears may be taken with the aid of bait during the entire open season in the counties identified in  
7 Subparagraphs (a)(2) through (a)(6) of this Rule.  
8 (5) Bears shall not be taken while in the act of consuming bait.  
9 (6) Hunters shall not take bears using dogs in the following counties: Alamance south of Interstate 85,  
10 Anson west of N.C. Hwy 742, Cabarrus, Chatham, Davie, Davidson, Franklin, Forsyth, Gaston,  
11 Guilford, Lee, Lincoln, Mecklenburg, Montgomery, Orange south of Interstate 85, Randolph,  
12 Rockingham, Rowan, Stanly, Union, and Wake south of N.C. Hwy 98. In all other counties and  
13 parts of counties, hunters may take bears using dogs and may release dogs in the vicinity of bait.  
14 (c) No Open Season. There is no open season in those parts of counties included in the following posted bear  
15 sanctuaries:  
16 Avery, Burke, and Caldwell counties--Daniel Boone bear sanctuary except by permit only  
17 Beaufort, Bertie, and Washington counties--Bachelor Bay bear sanctuary  
18 Bladen County--Suggs Mill Pond bear sanctuary  
19 Brunswick County--Green Swamp bear sanctuary  
20 Buncombe, Haywood, Henderson, and Transylvania counties--Pisgah bear sanctuary  
21 Carteret, Craven, and Jones counties--Croatan bear sanctuary  
22 Clay County--Fires Creek bear sanctuary  
23 Columbus County--Columbus County bear sanctuary  
24 Currituck County--North River bear sanctuary  
25 Dare County--Bombing Range bear sanctuary except by permit only  
26 Haywood County--Harmon Den bear sanctuary  
27 Haywood County--Sherwood bear sanctuary  
28 Hyde County--Gull Rock bear sanctuary  
29 Hyde County--Pungo River bear sanctuary  
30 Jackson County--Panthertown-Bonas Defeat bear sanctuary  
31 Macon County--Standing Indian bear sanctuary  
32 Macon County--Wayah bear sanctuary  
33 Madison County--Rich Mountain bear sanctuary  
34 McDowell and Yancey counties--Mt. Mitchell bear sanctuary except by permit only  
35 Mitchell and Yancey counties--Flat Top bear sanctuary  
36 Wilkes County--Thurmond Chatham bear sanctuary  
37 (d) The daily bag limit is one, the possession limit is one, and the season limit is one.  
38 (e) Kill Reports. The carcass of each bear shall be reported as provided by 15A NCAC 10B .0113.



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1 **15A NCAC 10B .0203 DEER (WHITE-TAILED)**

2 (a) Open Seasons (All Lawful Weapons) for hunting deer:

3 (1) Deer With Visible Antlers. Except on Buffalo Cove, Nicholson Creek, Rockfish Creek, Sandhills,  
4 and South Mountains Game Lands, Deer deer with antlers or spikes protruding through the skin, as  
5 distinguished from knobs or buttons covered by skin or velvet, may be taken during the following  
6 seasons (Refer to 15A NCAC 10D .0103 for Deer With Visible Antlers seasons on these Game  
7 Lands):

8 (A) Saturday on or nearest October ~~15-22~~ through the first Sunday in January ~~+~~ in all of  
9 Beaufort, ~~Bertie~~, Bladen, Brunswick, ~~Camden~~, Carteret, ~~Chowan~~, Columbus\*,  
10 Cumberland, Craven, Currituck, ~~Dare~~, Duplin, Edgecombe, ~~Franklin~~, ~~Gates~~, Greene,  
11 Halifax, Harnett, ~~Hertford~~, Hoke, Hyde, ~~Johnston~~, Jones, Lenoir, ~~Martin~~, Moore, Nash,  
12 New Hanover, ~~Northampton~~, Onslow, Pamlico, ~~Pasquotank~~, Pender, ~~Perquimans~~, Pitt,  
13 Richmond\*\*, Robeson, Sampson, Scotland\*\*, Tyrrell, and Vance, Wake, Warren,  
14 Washington, ~~Wayne~~, and Wilson counties.

15 \*Unlawful to hunt or kill deer in Lake Waccamaw or within 50 yards of its shoreline.

16 \*\*Refer to 15A NCAC 10D .0103(h) for seasons on ~~Nicholson Creek, Rockfish Creek,~~  
17 ~~and Sandhills Game Lands.~~

18 (B) Saturday on or nearest October 29 through the first Sunday in January in all of Bertie,  
19 Camden, Chowan, Currituck, Edgecombe, Franklin, Gates, Greene, Halifax, Hertford,  
20 Johnston, Martin, Nash, Northampton, Pasquotank, Perquimans, Pitt, Vance, Wake,  
21 Warren, Wayne, and Wilson counties.

22 (C) Saturday before Thanksgiving Day through the first Sunday in January ~~+~~ in all of  
23 Alexander, Alleghany, Ashe, Catawba, Cleveland, Davie, Forsyth, Gaston, Iredell,  
24 Lincoln, Stokes, Surry, Watauga, Wilkes\*, and Yadkin counties.

25 \*Refer to 15A NCAC 10D .0103(h) for seasons on ~~Buffalo Cove Game Land.~~

26 ~~(C)(D)~~ Monday-Saturday after of Thanksgiving week-Day through the ~~third Saturday after~~  
27 Thanksgiving Day first Sunday in January in all of Avery, Buncombe, Burke, Caldwell,  
28 Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell,  
29 Mitchell, Polk, Rutherford, Swain, Transylvania, and Yancey counties.

30 ~~(D)(E)~~ Two Saturdays before Thanksgiving Day through the first Sunday in January ~~+~~ in all of  
31 Alamance, Anson, Cabarrus, Caswell, Chatham, Davidson, Durham, Granville, Guilford,  
32 Lee, Mecklenburg, Montgomery, Orange, Person, Randolph, Rockingham, Rowan,  
33 Stanly, and Union counties.

34 ~~(E)(F)~~ Saturday on or nearest September 10 through the first Sunday in January ~~+~~ in those parts  
35 of Camden, Gates, and Pasquotank counties known as the Dismal Swamp National  
36 Wildlife Refuge; in those parts of Hyde, Tyrrell, and Washington counties known as the  
37 Pocosin Lakes National Wildlife Refuge; in that part of Hyde county known as Lake  
38 Mattamuskeet National Wildlife Refuge; in those parts of Dare and Hyde counties known

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- 1 as Alligator River National Wildlife Refuge; in those parts of Anson and Richmond  
2 counties known as the Pee Dee National Wildlife Refuge; and in that part of Currituck  
3 County known as the Mackay Island National Wildlife Refuge.
- 4 ~~(F) — Monday of Thanksgiving week through January 1 in all of Cleveland, Polk, and~~  
5 ~~Rutherford counties, except for South Mountain Game Land.~~
- 6 (2) Deer of Either Sex. Except on Game Lands, deer of either sex may be taken during the open seasons  
7 and in the counties and portions of counties listed in Parts (A), (B), (C), (D), (E), (F), and (G) of this  
8 ~~Subparagraph. Subparagraph~~ (Refer to 15A NCAC 10D .0103 for either-sex deer seasons on Game  
9 Lands). Deer of either sex may be taken during the open season identified in Part (H) of this  
10 Subparagraph.
- 11 (A) The open either-sex deer hunting dates established by the U.S. Fish and Wildlife Service  
12 during the period from the Saturday on or nearest September 10 through the first Sunday  
13 in January in those parts of Camden, Gates, and Pasquotank counties known as the  
14 Dismal Swamp National Wildlife Refuge; in those parts of Hyde, Tyrrell, and  
15 Washington counties known as the Pocosin Lakes National Wildlife Refuge; in those  
16 parts of Anson and Richmond counties known as the Pee Dee National Wildlife Refuge;  
17 and in those parts of Currituck County known as the Currituck National Wildlife Refuge  
18 and the Mackay Island National Wildlife Refuge.
- 19 (B) The open either-sex deer hunting dates established by the appropriate military commands  
20 at each of the military installations listed in this Paragraph, during the period from  
21 Saturday on or nearest October ~~15-22~~ through the first Sunday in January in that part of  
22 Brunswick County known as the Sunny Point Military Ocean Terminal, in that part of  
23 Craven County known and marked as Cherry Point Marine Base, in that part of Onslow  
24 County known and marked as the Camp Lejeune Marine Base, on Fort Bragg Military  
25 Reservation, and on Camp Mackall Military Reservation.
- 26 (C) Youth either-sex deer hunts. First Saturday in October for youth either-sex deer hunting  
27 by permit only on a portion of Belews Creek Steam Station in Stokes County designated  
28 by agents of the Commission; the third Saturday in October for youth either-sex deer  
29 hunting by permit only on Mountain Island State Forest in Lincoln and Gaston counties;  
30 and the second Saturday in November for youth either-sex deer hunting by permit only  
31 on apportion of Warrior Creek located on W. Kerr Scott Reservoir, Wilkes County  
32 designated by agents of the Commission. A youth is defined as a person under 18 years  
33 of age.
- 34 (D) The ~~last~~ first open day of the Deer with Visible Antlers season described in Subparagraph  
35 (a)(1) of this Rule in all of Buncombe\*, Haywood, Henderson, Madison, and  
36 Transylvania counties.
- 37 \*Except for that part east of NC 191, south of the French Broad and Swannanoa Rivers,  
38 west of US 25, and north of NC 280

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1                                   ~~\*\*Refer to 15A NCAC 10D .0103 for either sex deer seasons on game lands that differ~~  
2                                   ~~from the days identified in this Subparagraph~~

- 3                   (E)    The ~~last six~~ first open days of the Deer With Visible Antlers season described in  
4                                   Subparagraph (a)(1) of this Rule through the first Friday thereafter in all of Avery, Burke,  
5                                   Caldwell, McDowell, Mitchell, and Yancey counties.
- 6                   (F)    The first ~~six~~ open days ~~and the last seven open days~~ of the Deer with Visible Antlers  
7                                   season described in Subparagraph (a)(1) of this Rule through the second Friday thereafter  
8                                   in all of Cleveland, Polk, and Rutherford counties.
- 9                   (G)    All the open days of the Deer With Visible Antlers season described in Subparagraph  
10                                  (a)(1) of this Rule in and east of Ashe, Watauga, Wilkes, Alexander, Catawba, Lincoln,  
11                                  and Gaston counties and in the following parts of counties: Buncombe: That part east of  
12                                  NC 191, south of the French Broad and Swannanoa Rivers, west of US 25, and north of  
13                                  NC 280; and Henderson; That part east of NC 191 and north and west of NC 280.
- 14                   (H)    The fourth Saturday in September, subject to the following restriction: only persons  
15                                  under the age of 18 years may hunt.

16 (b) Open Seasons (~~Bow and Arrow Archery~~) for hunting deer:

17                   (1)    Authorization. Subject to the restrictions set out in Subparagraph (2) of this Paragraph and the bag  
18                                  limits set out in Paragraph (e) of this Rule, deer may be taken with ~~bow and arrow~~ archery equipment  
19                                  ~~during the following seasons: from the Saturday on or nearest September 10 through the day~~  
20                                  immediately preceding the first open day of the Blackpowder Firearms and Archery Seasons  
21                                  described in Subparagraph (c)(1) of this Rule except on Buffalo Cove, Nicholson Creek, Rockfish  
22                                  Creek, Sandhills, and South Mountains Game Lands (Refer to 15A NCAC 10D .0103 for Archery  
23                                  seasons on these Game Lands).

24                   (A) — ~~Saturday on or nearest September 10 to the third Friday thereafter in the counties and~~  
25                                  ~~parts of counties having the open season for Deer With Visible Antlers specified by Part~~  
26                                  ~~(A) of Subparagraph (a)(1) of this Rule, except on Nicholson Creek, Rockfish Creek, and~~  
27                                  ~~Sandhills Game Lands.~~

28                   (B) — ~~Saturday on or nearest September 10 to the third Friday before Thanksgiving in the~~  
29                                  ~~counties and parts of counties having the open seasons for Deer with Visible Antlers~~  
30                                  ~~specified by Part (B) of Subparagraph (a)(1) of this Rule except for that portion of~~  
31                                  ~~Buffalo Cove Game Land in Wilkes County.~~

32                   (C) — ~~Saturday on or nearest September 10 to the Sunday prior to the opening of the~~  
33                                  ~~blackpowder firearms and bow and arrow season identified in Part (c)(1)(C) of this Rule;~~  
34                                  ~~and the Sunday immediately following the closing of blackpowder firearms and bow and~~  
35                                  ~~arrow season identified in Part (c)(1)(C) of this Rule to the Sunday before Thanksgiving~~  
36                                  ~~in the counties and parts of counties having the open seasons for Deer With Visible~~  
37                                  ~~Antlers specified by Part (C) of Subparagraph (a)(1) of this Rule and in Cleveland, Polk,~~  
38                                  ~~and Rutherford counties.~~

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- 1                   ~~(D) — Saturday on or nearest September 10 to the fourth Friday before Thanksgiving in the~~  
2                   ~~counties and parts of counties having the open season for Deer With Visible Antlers~~  
3                   ~~specified by Part (D) of Subparagraph (a)(1) of this Rule, and on Nicholson Creek,~~  
4                   ~~Rockfish Creek, and Sandhills Game Lands.~~
- 5                   ~~(E) — Sunday immediately following the closing of the open season for Deer With Visible~~  
6                   ~~Antlers specified by Part (a)(1)(C) of this Rule through January 1 in the counties and~~  
7                   ~~parts of counties having the open season for Deer With Visible Antlers specified by Part~~  
8                   ~~(a)(1)(C) of this Rule.~~
- 9           (2)     Restrictions
- 10           (A)     ~~In the areas of the state where the WRC is authorized to regulate the use of dogs as~~  
11           ~~provided in G.S. 113-291.5, dogs~~ Dogs may not be used for hunting deer during the ~~bow~~  
12           ~~and arrow archery~~ season, except a single dog on a leash may be used to retrieve a  
13           wounded deer in accordance with G.S. 113-291.1(k).
- 14           (B)     Only archery equipment of the types authorized in 15A NCAC 10B .0116 for taking deer  
15           may be used during the ~~bow and arrow~~ archery deer hunting season.
- 16           (C)     Deer of either sex may be taken during ~~bow and arrow~~ archery seasons specified by ~~Parts~~  
17           ~~Subparagraph (b)(1)(A), (B), (C), and (D)~~ of this Rule.
- 18           ~~(D) — Only deer with antlers or spikes protruding through the skin, as distinguished from knobs~~  
19           ~~or buttons covered by skin or velvet, shall be taken during the bow and arrow season~~  
20           ~~specified by Part (b)(1)(E) of this Rule.~~
- 21   (c) Open Seasons (Blackpowder Firearms and ~~Bow and Arrow~~ Archery) for hunting deer:
- 22           (1)     Authorization. Subject to the restrictions set out in Subparagraph (2) of this Paragraph, deer may be  
23           taken only with blackpowder firearms and ~~bow and arrow~~ archery equipment on the ~~Saturday~~  
24           ~~preceding the Deer with Visible Antlers seasons described in Parts (a)(1) (A), (B), (C), (D), (E), and~~  
25           ~~(F) of this Rule through the first Friday thereafter except on Buffalo Cove, Nicholson Creek,~~  
26           ~~Rockfish Creek, Sandhills, and South Mountains Game Lands (Refer to 15A NCAC 10D .0103 for~~  
27           ~~Blackpowder Firearms and Archery seasons on these Game Lands): during the following seasons:~~
- 28           (A) — The Saturday on or nearest October 1 to the Friday of the second week thereafter in the  
29           counties and parts of counties having the open seasons for Deer With Visible Antlers  
30           specified by Part (A) of Subparagraph (a)(1) of this Rule, except on Nicholson Creek,  
31           Rockfish Creek, and Sandhills Game Lands.
- 32           (B) — The third Saturday preceding Thanksgiving until the Friday of the second week thereafter  
33           in the counties\* and parts of counties having the open seasons for Deer With Visible  
34           Antlers specified by Part (B) of Subparagraph (a)(1) of this Rule.
- 35                   \*Refer to 15A NCAC 10D .0103(h) for seasons on Buffalo Cove game land.
- 36           (C) — Monday on or nearest October 1 to the Saturday of the second week thereafter in  
37           Cleveland, Polk, and Rutherford counties and in the counties and parts of counties having

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- 1                   the open seasons for Deer With Visible Antlers specified by Part (F) of Subparagraph  
2                   (a)(1) of this Rule.
- 3           (D) — The fourth Saturday preceding Thanksgiving until the Friday of the second week  
4                   thereafter in the counties and parts of counties having the open season for Deer With  
5                   Visible Antlers specified by Part (D) of Subparagraph (a)(1) of this Rule, and on  
6                   Nicholson Creek, Rockfish Creek, and Sandhills Game Lands.
- 7           (2)     Restrictions
- 8                   (A)     Deer of either sex may be taken during blackpowder firearms and ~~bow and arrow~~ archery  
9                   season in and east of the following counties: Polk, Rutherford, McDowell, Burke,  
10                  Caldwell, Watauga, and Ashe. Deer of either sex may be taken on the ~~last~~ first day of this  
11                  season only in all other counties.
- 12                  (B)     In the areas of the state where the WRC is authorized to regulate the use of dogs as  
13                  provided in G.S. 113-291.5, dogs Dogs shall not be used for hunting deer during the  
14                  blackpowder firearms and ~~bow and arrow~~ archery seasons, except a single dog on a leash  
15                  may be used to retrieve a wounded deer in accordance with G.S. 113-291.1(k).
- 16           (3)     As used in this ~~Paragraph~~ Rule, blackpowder firearms means "Any firearm - including any firearm  
17                  with a matchlock, flintlock, percussion cap, or similar type of ignition system - manufactured in or  
18                  before 1898, that cannot use fixed ammunition; any replica of this type of firearm if such replica is  
19                  not designed or redesigned for using rimfire or conventional centerfire fixed ammunition; and any  
20                  muzzle-loading rifle, muzzle-loading shotgun, or muzzle-loading or cylinder-loading handgun that  
21                  is designed to use blackpowder, blackpowder substitute, or any other propellant loaded through the  
22                  muzzle or cylinder and that cannot use fixed ammunition."
- 23   (d) Open Season (Urban Season) for hunting deer:
- 24                  (1)     Authorization. Subject to the restrictions set out in Subparagraph (3) of this Paragraph and the bag  
25                  limits set out in Paragraph (e) of this Rule, deer of either sex may be taken with bow and arrow in  
26                  participating cities in the State, as defined in G.S. 160A-1(2), from the second Saturday following  
27                  January 1 ~~to through the fifth sixth Saturday~~ Sunday thereafter. Deer shall not be taken on any game  
28                  land or part thereof that occurs within a city boundary.
- 29                  (2)     Participation. Cities that intend to participate in the urban season shall send a letter to that effect no  
30                  later than April 1 of the year prior to the start of the urban season to the Executive Director or his  
31                  designee at 1722 Mail Service Center, Raleigh, N.C. 27699-~~1722~~1700. Cities shall also submit a  
32                  map of the city's boundaries within which the urban season shall apply.
- 33                  (3)     Restrictions:
- 34                          (A)     In the areas of the state where the WRC is authorized to regulate the use of dogs as  
35                          provided in G.S. 113-291.5, dogs Dogs shall not be used for hunting deer during the  
36                          urban season, except a single dog on a leash may be used to retrieve a wounded deer in  
37                          accordance with G.S. 113-291.1(k).

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1                   (B)       Only archery equipment of the types authorized in 15A NCAC 10B .0116 for taking deer  
2                                   shall be used during the urban season.

3       (e) Bag limits. ~~In and east of Vance, Franklin, Wake, Harnett, Moore, and Richmond counties, the possession limit is~~  
4 ~~six deer, up to four of which may be deer with visible antlers. In all other counties of the state the~~ The possession and  
5 season limit is six deer, up to two of which may be deer with visible antlers, antlers and up to four of which may  
6 antlerless deer. Antlerless deer include males with knobs or buttons covered by skin or velvet as distinguished from  
7 spikes protruding through the skin. The season limit in all counties of the State, is six deer. In addition to the bag limits  
8 described above, a hunter may obtain multiple bonus antlerless deer harvest report cards from the Wildlife Resources  
9 Commission or any Wildlife Service Agent to allow the harvest of two additional antlerless deer per card ~~on lands~~  
10 ~~others than lands enrolled in the Commission's game land program during any open deer season in all counties and~~  
11 ~~parts of counties of the State identified in Part (G) of Subparagraph (a)(2) of this Rule. Antlerless deer harvested and~~  
12 ~~reported on the bonus antlerless harvest report card shall not count as part of the possession and season limit. Hunters~~  
13 ~~may also use the bonus antlerless harvest report cards for deer harvested during the season described in Paragraph (d)~~  
14 ~~of this Rule within the boundaries of participating municipalities, except on State-owned game lands. Antlerless deer~~  
15 ~~harvested and reported on the bonus antlerless harvest report card shall not count as part of the possession and season~~  
16 ~~limit. Antlerless deer include males with knobs or buttons covered by skin or velvet as distinguished from spikes~~  
17 ~~protruding through the skin.~~ The bag limits described above do not apply to deer harvested in areas covered in the  
18 Deer Management Assistance Program (DMAP) as described in G.S. 113-291.2(e) for those individuals using  
19 Commission-issued DMAP tags and reporting harvest as described on the DMAP license. Season bag limits shall be  
20 set by the number of DMAP tags issued and in the hunters' possession. All deer harvested under this program,  
21 regardless of the date of harvest, shall be tagged with these DMAP tags and reported as instructed on the DMAP  
22 license. The hunter does not have to validate the Big Game Harvest Report Card provided with the hunting license for  
23 deer tagged with the DMAP tags. Any deer harvested on lands enrolled in the DMAP and not tagged with DMAP tags  
24 may only be harvested during the regularly established deer seasons subject to all the restrictions of those seasons,  
25 including bag limits, and reported using the big game harvest report card or the bonus antlerless harvest report card.

ITEM #:  
**V. B.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Consideration of leasing space in spec building at CCEP

**DEPARTMENT:** Administration

**CONTACT PERSON:** Whitney Parrish/John Crumpton

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	To vote on an MOU in reference to leasing space in a spec building at CCEP
BUDGET IMPACT	Up to \$325,000.00 for up to 24 months
ATTACHMENTS	Draft copy of the MOU between the City of Sanford, Lee County, SAGA, Samet Properties, LLC, and CC Enterprise Park, LLC; Resolution Authorizing an Economic Development Project for CC Enterprise Park, LLC and Approving a Memorandum of Understanding and Authorizing a Lease
PRIOR BOARD ACTION	Public Hearing Held on January 16, 2018
RECOMMENDATION	Pleasure of the Board
SUMMARY	

The County is proposing to participate in leasing a building owned by Samet Properties LLC, which will be located at Central Carolina Enterprise Park. Bob Joyce with SAGA will give a presentation to the Board concerning the benefits of participating in the spec building. Once the building is completed, the City of Sanford and the County of Lee will each lease the building for \$13,541.67 per month, for up to twenty-four months with a total spent from the Lee County General Fund of up to \$325,000.00. Attached is a draft copy of the MOU between all parties. At the January 16, 2018 regular meeting of the Board of Commissioners, a public hearing was held. No one spoke in favor or in opposition of the project. If the MOU is approved, at a future board meeting a lease will be presented.

**NORTH CAROLINA**

**Memorandum of Understanding**

**LEE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between LEE COUNTY, a North Carolina body politic corporate in nature, hereinafter referred to as "County", the City of Sanford, a North Carolina municipal corporation, hereinafter referred to as "City", C C Enterprise Park, LLC., a North Carolina limited liability company, hereinafter "CCEP", their successors and assigns, Sanford-Lee County Partnership for Prosperity d/b/a Sanford Area Growth Alliance, a nonprofit corporation, hereinafter referred to as "SAGA", their successors and assigns, and Samet Properties, LLC, hereinafter referred to as "Samet", their successors and assigns.

**WITNESSETH:**

CCEP is the owner of a +/- 15 acre tract of land located in Lee County, North Carolina and more particularly described on Exhibit A attached and incorporated by reference, hereinafter referred to as "Site". CCEP and Samet wish to cause construction of a Spec Building on the site, located on Parcel Identification Number 9655-38-0497-00 and more particularly described on Exhibit B. Once construction of the building has taken place, the City and the County agree to enter into a lease agreement for the site. In consideration of the foregoing and in consideration of various reciprocal promises and undertakings herein set forth, the parties agree as follows, consistent with North Carolina General Statute 158-7.1:

1. CCEP agrees to contribute the land for the construction of the shell building and agrees to enter into necessary agreements with Samet, who is responsible for building the shell building. The building to be constructed is more particularly described on Exhibit C. CCEP and Samet will contribute the building and land to a limited liability corporation named Lee County Growth 1, LLC.
2. Samet will cause the construction of a 100,000 +/- square foot building on the site, to its completion. Samet shall secure all financing for the construction of the building and will be wholly responsible for all costs associated with building.
3. Samet will use its best efforts to cause said building to be completed to its finished state of completion on or before July 31, 2019.
4. Samet will remain the owner of the building until it finds an end user, either by sale or lease. Samet will use its best efforts to find an end user who will provide a significant number of jobs paying at or above county average wage. Prior to entry of a lease/sales agreement with an end user, Samet will provide SAGA, the City and the County with information regarding the end user including the anticipated number of jobs that will be created, average wage, and trade of business.
5. Once the building is complete, the City and the County will enter into a lease agreement with the owner of the building. The terms of the lease will be detailed in the lease agreement, with rent not to exceed \$27,083.33 per month or up to \$325,000.00 per year, split between both units of government, for up to twenty-four months after completion of the building. In the



event the lease is terminated early due to a lease or sale to a new end user, the obligation to pay rent shall cease and any rent prepaid shall be reimbursed to the City and County.

6. The City and the County will lease all or a portion of the building allowing SAGA to use the space to market the City and the County as a whole. SAGA shall use its best efforts to market everything the City and the County has to offer businesses, including but not limited to, our workforce, schools, shopping, restaurants, industrial parks and housing opportunities.
7. During the lease, SAGA agrees to use the building as a way to entice new businesses to come to Lee County or to relocate or expand in Lee County. New business will help to increase the tax base and allow more job opportunities for citizens. SAGA will conduct site visits and events at the site showing the opportunities businesses have to locate to the City and County.
8. SAGA will provide a quarterly update to both the Commissioners and the Council, summarizing their efforts to market the area by using the building and providing an update on how many site visits have been conducted, the feedback from those visits, and any negotiations with potential end users. SAGA will be responsible for any costs associated with marketing the area impacted by this project.
9. This agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Lee County.
10. This Memorandum of Understanding shall terminate if an end user of the building is found before the parties enter into a lease agreement, if the building is not constructed to full occupancy, or when the lease terminates.

**IN TESTIMONY WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**LEE COUNTY**

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

**CITY OF SANFORD**

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

**SAMET PROPERTIES, LLC**

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

**CENTRAL CAROLINA ENTERPRISE PARK, LLC.**

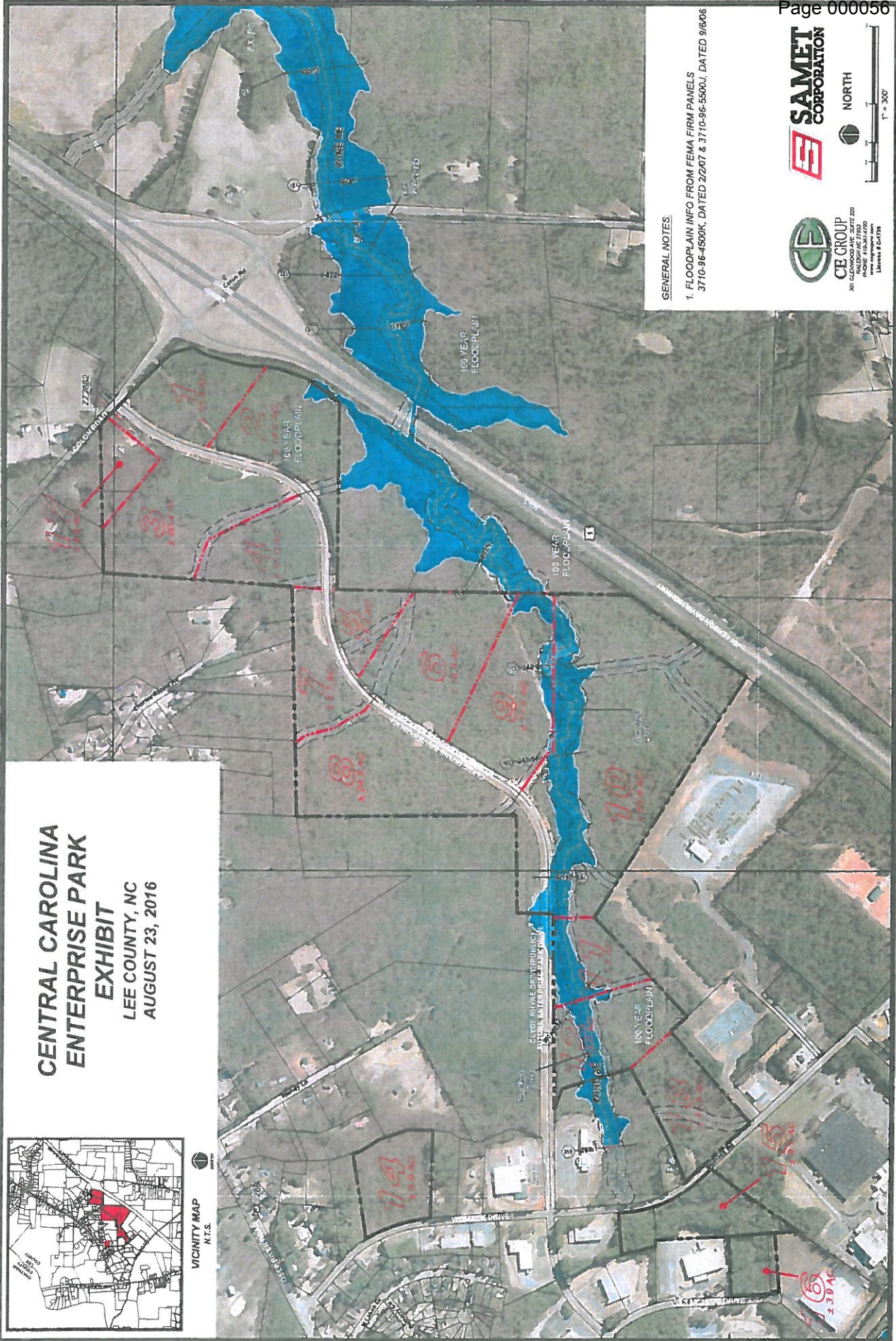
By: \_\_\_\_\_

**SANFORD AREA GROWTH ALLIANCE**

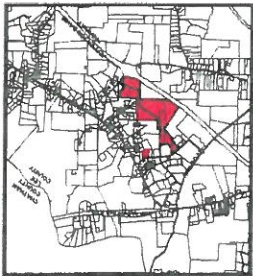
By: \_\_\_\_\_

**LEE COUNTY GROWTH 1, LLC**

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



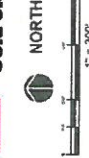
**CENTRAL CAROLINA  
ENTERPRISE PARK  
EXHIBIT**  
LEE COUNTY, NC  
AUGUST 23, 2016

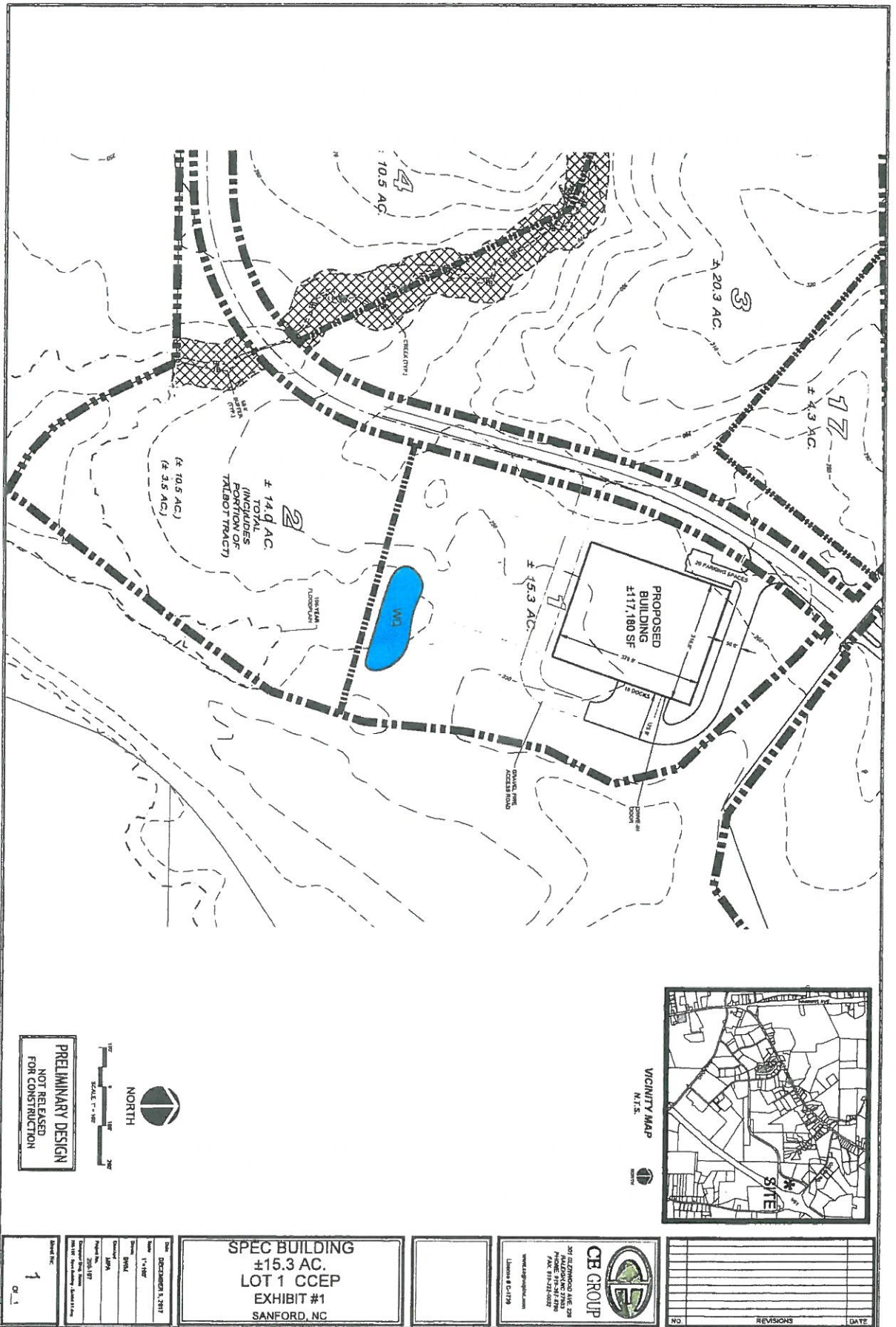


VICINITY MAP  
N.T.S.

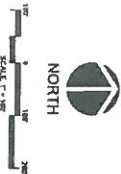
**GENERAL NOTES**

1. FLOODPLAIN INFO FROM FEMA FIRM PANELS  
3710-96-4500K, DATED 2/2007 & 3710-96-5500J, DATED 9/6006





PRELIMINARY DESIGN  
NOT RELEASED  
FOR CONSTRUCTION



Sheet No.	1
Of	1

**SPEC BUILDING**  
±15.3 AC.  
LOT 1 CCEP  
EXHIBIT #1  
SANFORD, NC



**CE GROUP**  
207 EASTWOOD AVE. 2ND  
FLOOR  
SANFORD, NC 27340  
PHONE: 704.282.2700  
FAX: 704.282.2022  
www.cegroup.com  
Licenses: 8-C-1179

NO.	REVISIONS	DATE



# Omni Spec Building



#### Contact:

Brian Hall  
 Samet Properties, LLC  
 309 Gallimore Dairy Rd  
 Suite 102  
 Greensboro, NC 27409

Direct : 336.544.2643  
 Fax: 336.544.2638  
 Cell: 336.362.2026  
 bhall@sametcorp.com

#### Manufacturing/Distribution/Warehouse Facility

- 100,000 +/- SF warehouse (shell condition)
- 100,000 +/- SF Expansion Pad
- First Bay Engineered to Accommodate Mezzanine Office & Storage
- Column Spacing: 50' x 54'
- Center Ceiling Height - 29'
- Eave Ceiling Height - 26'
- Dock Area Doors:
  - \* 13 - Dock High - 10' x 9' (Expandable to 22)
  - \* 1 - Drive-In - 14' x 12'
- Floor Thickness: 6 inches
- Designed for Sprinkler System: ESFR
- Exterior Material:
- Interior Material: Steel Frame
- 17 Paved Parking Spaces (Expandable to 150)

All information is deemed accurate and reliable. However, all information is subject to verification and change.

**RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT PROJECT  
FOR CC ENTERPRISE PARK, LLC  
AND APPROVING A MEMORANDUM OF UNDERSTANDING  
AND AUTHORIZING A LEASE**

WHEREAS, North Carolina General Statute 158-7.1 authorizes a county to undertake an economic development project to entice business and industry to locate within the city; and

WHEREAS, notice of a public hearing was published that the Sanford City Council and the County of Lee proposed to participate in an economic development project through a lease of a newly constructed spec building from CC Enterprise Park, LLC, a North Carolina Limited Liability Company located in Sanford, Lee County, NC; and

WHEREAS, the project represents an investment by CC Enterprise Park, LLC, in the construction of a 100,000+/- square foot spec building worth approximately \$4,000,000.00 (Four Million Dollars) in Sanford, Lee County, NC; and

WHEREAS, by entering into the Memorandum of Understanding, Lee County and Sanford commit to undertaking the lease of said spec building after construction, for up to 24 months, at a monthly rental not to exceed \$27,083.33 per month or up to \$325,000 per year, split between both units of Government, unless sooner sold to an end user; and

WHEREAS, CC Enterprise Park, LLC, the owner; Samet Properties, LLC, the builder; and Sanford-Lee County Partnership for Prosperity d/b/a Sanford Area Growth Alliance, the promoter; commit to undertaking the activities described in the Memorandum of Understanding to construct, build, and finance a 100,000+/- sq. ft. spec building and to market, conduct site visits, and hold events to entice new businesses and industries to come to Sanford/Lee County and relocate or expand in Lee County.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners that the Commissioners finds that the project will increase the tax base, stimulate the local economy, create jobs, encourage business and industry to locate in the County, and will promote business and industry in the County; and

BE IT FURTHER RESOLVED by the Lee County Board of Commissioners that it hereby approves the attached Memorandum of Understanding and authorizes the lease

of the spec building for up to 24 months and the Chair and Clerk are hereby authorized to execute the documents on behalf of the County.

ADOPTED this \_\_\_\_\_ day of February 2018.

---

Amy Dalrymple  
Chair of Board of Commissioners

ATTEST:

---

Jennifer Gamble, Clerk to the Board

**LEE COUNTY AGENDA ABSTRACT  
BOARD OF COMMISSIONERS MEETING**

ITEM #:  
**V. C.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Colon Road Water Project

**DEPARTMENT:** Administration

**CONTACT PERSON:** John Crumpton

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Consider Bids on the Colon Road Water Project
BUDGET IMPACT	To Be Reviewed At Board Meeting
ATTACHMENTS	Will Be Provided At The Board Meeting
PRIOR BOARD ACTION	Authorized Staff to Bid this project.
RECOMMENDATION	Review the bids for this project and consider awarding to the lowest responsible bidder.

**SUMMARY**

On Wednesday January 24, 2018 the Finance Department received bids for the Colon Road Water Project. Only one bid was submitted to the County. Due to County policy, the project had to be re-bid for at least one week and re-advertised. The County will receive bids on Friday, February 2. Mike Apke with McGill and Associates will evaluate the bids and make a recommendation to the Board for consideration at the Board meeting.

ITEM #:  
**VI. A.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Lee County Government Center Parking Lot Rehabilitation (East Lot) Project

**DEPARTMENT:** General Services

**CONTACT PERSON:** Russell L. Spivey, General Services Director

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Award base bid to Legion Asphalt, Inc. (Beulaville, NC). For the total unit price amount of \$ 56,806.30. Approve a 20% contingency fund in the amount of \$11,362.00. Total requested amount \$68,168.30
BUDGET IMPACT	Funds of \$ 87,000.00 were approved in the 2017-2018 General Services Budget
ATTACHMENTS	Bid Award Recommendation from J. Thomas Engineering, Inc (Sanford, NC) Bid Forms from Legion Asphalt, Inc. (Beulaville, NC). Bid Opening Certification
PRIOR BOARD ACTION	NA
RECOMMENDATION	Approve bid in the amount of \$ 56,806.30 to Legion Asphalt, Inc. (Beulaville, NC). Approve a 20% contingency fund in the amount of \$11,362.00. Total requested amount \$68,168.30
SUMMARY	

A bid opening for rehabilitation of the Lee County Government Center Parking Lot (East Lot), was held on December, 2017.

Bids were received from seven (7) contractors list below:

Legion Asphalt, Inc (Beulaville, NC)	\$56,806.30
Asphalt Experts, Inc (Durham, NC)	\$71,240.00
RDU Paving, Inc (Raleigh, NC)	\$86,132.50
Garris Grading and Paving, Inc (Farmville, NC)	\$87,042.00
Sandhills Contractors, Inc (Sanford, NC)	\$91,421.00
Riley Paving, Inc (Carthage, NC)	\$115,182.50
Spruill Construction Corporation (Linden, NC)	\$126,787.50



**J THOMAS ENGINEERING, INC.**

CIVIL ENGINEERING & PLANNING

143 Charlotte Avenue, Suite 104  
Sanford, North Carolina 27330  
919-777-6010 phone  
www.jthomasengineering.com  
License No. C-3389

January 19, 2018

Mr. Russell Spivey  
General Services Director  
Lee County  
805 S. Fifth Street  
Sanford, NC 27330

**Reference: Lee County Government Center Parking Lot Rehabilitation (East Lot)  
Bid Award Recommendation**

Dear Russell:

On December 20, 2017, the bid opening was held for the 'Lee County Government Center Parking Lot Rehabilitation (East Lot)' Project. The County opened a total of seven (7) sealed bids from the following General Contractors:

<b>General Contractor</b>	<b>Base Bid Unit Price Amount</b>
Legion Asphalt, Inc.	\$56,806.30
Asphalt Experts, Inc.	\$71,240.00
RDU Paving, Inc.	\$86,132.50
Garris Grading and Paving, Inc.	\$87,042.00
Sandhills Contractors, Inc.	\$91,421.00
Riley Paving, Inc.	\$115,182.50
Spruill Construction Corporation	\$126,787.50

I have reviewed all bid packages to ensure the Bid Form was accurate and all required items were included. The bid package from the lowest bidder, Legion Asphalt Inc., was properly executed and included the following requirements:

- Completed Bid Form

Mr. Russell Spivey  
January 19, 2018  
Bid Award Recommendation – Government Center Parking Lot Rehab  
Page 2 of 2

- Completed Bid Execution Form
- E-verify
- W-9
- Iran Divestment Act Certification

Legion Asphalt, of Beulaville, NC, is a licensed General Contractor in the State of North Carolina (NC License # 78346). Upon request, Legion Asphalt provided me a list of references (enclosed) from recent jobs similar in nature to this project. I've been able to talk with three of the references: Mr. Arnold Revels with Brunswick Nuclear Facility; Mr. Scotty Summerlin, Town Manager of Warsaw; and Mr. Kendal Williams of Smithfield Foods. All three references indicated Legion Asphalt performed very well on their paving projects and all were pleased with the final product. Legion Asphalt indicated they would use Delta Contracting as a subcontractor for the pavement milling. I've worked with Delta on a previous project and they did good work.

The total bid amount from Legion Asphalt of \$56,806.30 is 14% lower than my Engineer's Estimate for the construction cost (\$66,172.50). Please keep in mind that the bid is 'Unit Price' and the final cost of the project will depend on the actual units installed plus any change orders that may be necessary. A 20% contingency is advised for this project.

If the County determines it has the funds available to proceed with this project, I hereby recommend award of the project to Legion Asphalt, Inc. If you have any questions, please contact me at your earliest convenience.

Sincerely,

**J Thomas Engineering, Inc.**



Jeremy R. Thomas, P.E.  
President

Enclosures: Legion Asphalt bid package  
Legion Asphalt list of references  
Bid Opening Certification  
Bid Tabulation  
Bid Form (first page) from other bidders

BID FORM

LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: Legion Asphalt Inc  
Address: 2150 Hallsville Rd  
Beulaville, NC 28518  
Contact Person: Daniel King  
Telephone: 910-289-1779  
Email: daniel@legionasphalt.com  
Fax Number (If Available): \_\_\_\_\_  
Contractor's NC License No.: 78346

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Specifications, Bid Form, and all other parts of the Contract Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u>20171218222539</u>	<u>12-18-17</u>
<u>201712118222521</u>	<u>12-18-17</u>
<u>20171218222539</u>	<u>12-18-17</u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - (c) BIDDER has carefully examined work area and subsurface conditions and accepts the extent of the technical data available.
  - (d) BIDDER has reviewed and checked all information and data shown on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
  - (e) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. It is the intent of these Contract Documents that compensation be based at unit prices applied to various portions of the Work. The Contract Price initially shall be equal to the sum of the unit prices multiplied by their quantity plus the sum of the job items. The final contract amount shall be based on actual in-place quantities.
5. BIDDER agrees to complete the Work described in the specifications and as shown on the drawings for the following unit prices:

**LEE COUNTY  
 GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)**

**UNIT PRICE SCHEDULE**

WORK ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1. Mobilization (see subsection 5 (a))		LS	<u>4,500</u>	<u>4,500.00</u>
2. Pavement Milling (2 inch depth)	1,210	SY	<u>4.95</u>	<u>5,989.50</u>
3. Pavement Milling (5 inch depth)	800	SY	<u>5.95</u>	<u>4,760.00</u>
4. Undercut Unsuitable Material and Disposal (see subsection 5 (b))	50	CY	<u>30.00</u>	<u>1,500.00</u>
5. Select Material for Backfill	70	CY	<u>20.00</u>	<u>1,400.00</u>
6. Subgrade Compaction and Preparation	2,010	SY	<u>0.75</u>	<u>1,507.50</u>
7. Asphalt Concrete Intermediate Course NCDOT Type I19.0B (3 inch depth)	800	SY	<u>15.75</u>	<u>12,600.00</u>
8. Asphalt Concrete Surface Course NCDOT Type S9.5B (2 inch depth)	2,010	SY	<u>10.18</u>	<u>20,461.80</u>
9. Pavement Striping				
A. Parking Lines, 4" 120 mil thermoplastic	1,050	LF	<u>2.75</u>	<u>2,887.50</u>
B. Stop Bar, 24" 120 mil thermoplastic	24	LF	<u>12.50</u>	<u>300.00</u>
C. Directional Arrows, 2'x4' (approx.) 120 mil thermoplastic	6	EA	<u>150.00</u>	<u>900.00</u>

**TOTAL UNIT PRICE BID AMOUNT**

\$56,806.30

The **TOTAL UNIT PRICE BID AMOUNT** (Items 1-9) for completing all work as described in the contract documents (in words).

Fifty six thousand eight hundred six DOLLARS

AND thirty CENTS

(a) The Lump Sum Price for Item #1 'Mobilization' may not exceed ten percent (10%) of the Unit Price Bid Amount.

(b) Item #4 'Undercut Material and Disposal' will only be paid for removal of unsuitable material, as determined by the Owner's Engineer, below the milling depth as specified in the contract documents.

- (c) The unit price schedule in the Bid Form shall be used in evaluating monthly progress payments.
  - (d) Unit abbreviations are defined as: CY = Cubic Yard; EA = Each; LS = Lump Sum; LF = Linear Foot; SF = Square Foot; SY = Square Yard
  - (e) In the event the Contractor discovers an item of work not listed in the Bid Form, he shall include his cost for this work in a related item listed.
  - (f) Bids shall include sales tax and all other applicable taxes, permits, bonds, fees and inspection fees. Bidder understands that all costs for performing incidental work necessary for the work as shown and specified, shall be included in the bid price.
  - (g) Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the unit prices; discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
  - (h) Unit Prices have been computed in accordance with the General Specifications.
  - (i) Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as indicated in the contract documents.
6. Bidder understands that the Owner reserves the right to reject any or all bids and to waive formalities in the bidding.
7. Contract Time: Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated herewith:
- Contractor shall be substantially completed within sixty (60) calendar days of Notice to Proceed.**
- (Note that the total construction period, once the parking lot is closed to traffic, shall be nine (9) consecutive days. See General Specifications for more information).**
9. Liquidated Damages: The undersigned agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Agreement, for each and every day in excess of the completion date that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not construed, in any sense, as a penalty.
- Owner's Liquidated Damages                      \$500 per calendar day**
10. The following documents are attached to and made a condition of this Bid:
- Bid Execution Form
  - E-Verify Affidavit
  - W-9
  - Iran Divestment Act Certification

**BID EXECUTION FORM**

Joint Venture Bids must be executed by Both Parties (see below).

Respectfully Submitted:

Bidder Legion Asphalt Inc

Doing BUSINESS as a \* \_\_\_\_\_

By Joe King

Title President

Address 2150 Hallsville Rd

Beulaville, NC 28518

Telephone Number: 910-289-1779

Attest: Michelle Rumbal

N.C. License No. 78346

(Sealed - if bid is by  
a corporation)

12-20-17  
(DATE)

\* Insert Partnership; Corporation;  
or Individual as appropriate.

**IF JOINT VENTURE:**

Respectfully Submitted:

Bidder \_\_\_\_\_

Doing BUSINESS as a \* \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

(Sealed - if bid is by  
a corporation)

Telephone Number: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(DATE)

N.C. License No. \_\_\_\_\_

\* Insert Partnership; Corporation; or Individual as appropriate.

STATE OF NORTH CAROLINA  
COUNTY OF LEE

E-VERIFY AFFIDAVIT

Now comes Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the County of Lee;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: Delta Contracting

This 20<sup>th</sup> day of December 2017.

Die King

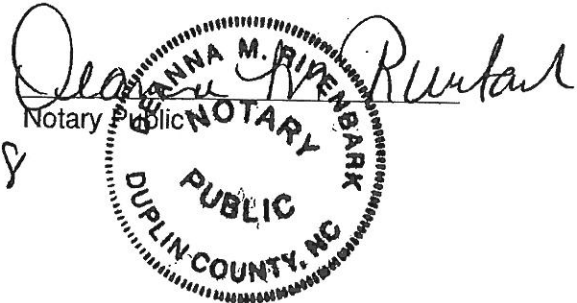
Affiant

Legion Asphalt Inc  
Company

Sworn to and subscribed before me, this the 20 day of December 2017.

(OFFICIAL SEAL)

My Commissioner Expires: July 24, 2018





Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Legion Asphalt, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2150 Hallsville Road**

6 City, state, and ZIP code  
**Beulaville, NC 28518**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	6	-	2	4	3	4	6	0	8
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]*

Date ▶ *11-22-17*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Name of Counterparty: Legion Asphalt Inc

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

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

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

---

<u>D - e King</u>	<u>12-20-17</u>
Signature	Date
<u>Daniel King</u>	<u>President</u>
Printed Name	Title

# LEGION ASPHALT<sup>INC</sup>

NC License # 78346

## References

### Brunswick Nuclear Facility

- Location: Southport, NC
- Owner: Duke Energy
- Project Value: \$65,000
- Completion Date: December 2017
- Contact Person: Arnold Revels 910-734-5770

### Warsaw Mill & Fill

- Location: Warsaw, NC
- Owner: Town of Warsaw
- Project Value: \$41,000
- Completion Date: November 2017
- Contact: Scotty Summerlin 910-385-6710

### Smithfield Feed Mill Overlay

- Location: Warsaw, NC
- Owner: Smithfield Foods
- Project Value: \$250,000
- Completion Date: October 2017
- Contact: Kendal Williams 252-939-0402

### Gordon Rd. Widening

- Location: Wilmington, NC
- Contractor: 274 Construction Group
- Project Value: \$285,000
- Completion Date: July 2017
- Contact: Donnie King 910-297-8814

Crew size of 10

Utilizing the latest paving equipment

BID OPENING CERTIFICATION

LEE COUNTY GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

DATE OF BID OPENING: DECEMBER 20, 2017  
 TIME OF BID OPENING: 3:00PM

No.	Bidder	Base Bid		Items Included				
		Unit Price Bid Amount	Sealed Bid, Purchased	Complete Bid Form	E-Verify	W-9	Iran Divestment	
1	RDU PAVING INC	86,132.50	✓	✓	✓	✓	✓	
2	RILEY PAVING INC	115,183.50 <del>No Bid</del>	✓	✓	✓	✓	✓	
3	TRIANGLE GRADING AND PAVING INC	No Bid						
4	ASPHALT EXPERTS INC	71,240 <del>No Bid</del>	✓	✓	✓	✓	✓	
5	ST WOOTEN CORPORATION	No Bid						
6	SANDHILLS CONTRACTORS INC	91,421.00	✓	✓	✓	✓	✓	
7	SPRUILL CONSTRUCTION COMPANY	124,787.50	✓	✓	✓	✓	✓	
8	GARRIS GRADING AND PAVING INC	87,042.00	✓	✓	✓	✓	✓	
9.	LEWIS ASPHALT	56,806.30	✓	✓	✓	✓	✓	

Form completed by: 

I hereby certify that all bids were sealed when received and were opened in my presence:  


LEE COUNTY, NORTH CAROLINA  
LEE COUNTY GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

*Jeremy R. Thomas*  
Jeremy R. Thomas, PE  
J Thomas Engineering, Inc.

Bid Tabulation (Bid Opening - 12/29/2017)

**BIDS RECEIVED**

LINE ITEM BASE BID	WORK ITEM DESCRIPTION	EST. QUANTITY	UNIT	ROU PAVING, INC			RILEY PAVING, INC			ASPHALT EXPERTS, INC			SANDHILL CONTRACTORS, INC			SPIRILL CONSTRUCTION COMPANY			GARRIS GRADING AND PAVING, INC			LEGION ASPHALT, INC			ENGINEERS ESTIMATE		
				EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE	EXTENDED PRICE	% DIFF/W/ ENG. EST	UNIT PRICE
1	Mobilization		LS	\$7,500.00	200%	\$10,000.00	300%	\$2,500.00																			
2	Pavement Milling (2 inch depth)	1210	SY	\$5.20	176%	\$7,500.00	176%	\$6.20	\$2,500.00																		
3	Pavement Milling (5 inch depth)	800	SY	\$12.35	80%	\$9,880.00	80%	\$12.35	\$4,800.00																		
4	Underlayment (1/2 inch depth)	800	SY	\$8.37	315%	\$4,163.50	315%	\$12.90	\$9,600.00																		
5	Select Material for Base/E	50	CY	\$8.116	308%	\$5,481.20	308%	\$16.50	\$8,250.00																		
6	Subgrade Compaction and Preparation	70	CY	\$1.44	-28%	\$1,008.00	100%	\$1.44	\$4,000.00																		
7	Asphalt Concrete Intermediate Course - MCDOT Type 10.08 (1 inch depth)	2010	SY	\$21.19	6%	\$42,581.40	6%	\$21.19	\$22,000.00																		
8	Asphalt Concrete Surface Course - MCDOT Type 10.28 (2 inch depth)	800	SY	\$18.89	-7%	\$15,111.20	100%	\$18.89	\$18,890.00																		
9	Pavement Strips	2010	SY	\$18.89	-7%	\$37,781.80	100%	\$18.89	\$46,732.50																		
	A. Parking Lines, 4" white 120 mil thermoplastic	1050	LF	\$2.05	3%	\$21,525.00	3%	\$2.05	\$1,470.00																		
	B. Stop Bar, 24" white 120 mil thermoplastic	24	LF	\$12.00	-40%	\$288.00	0%	\$12.00	\$480.00																		
	C. Directional Arrows, 7 x 4" white 120 mil thermoplastic	6	EA	\$200.00	100%	\$1,200.00	100%	\$110.00	\$660.00																		
<b>TOTAL UNIT PRICE:</b>				<b>\$86,132.90</b>	<b>30%</b>	<b>\$115,162.50</b>	<b>74%</b>	<b>\$71,240.00</b>	<b>\$71,240.00</b>	<b>8%</b>	<b>\$91,421.00</b>	<b>38%</b>	<b>\$126,787.50</b>	<b>92%</b>	<b>\$17,042.00</b>	<b>32%</b>	<b>\$55,806.30</b>	<b>14%</b>	<b>\$66,172.50</b>	<b>1%</b>	<b>\$1,100.00</b>	<b>1%</b>	<b>\$1,100.00</b>	<b>1%</b>	<b>\$1,100.00</b>	<b>1%</b>	<b>\$1,100.00</b>

BID FORM  
LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: RDU Paving, Inc.  
Address: 5415 Fayetteville Road, Suite B  
Raleigh, NC 27603  
Contact Person: Jeanette Lundholm  
Telephone: (919) 329-7300  
Email: jlundholm@rdupaving.com  
Fax Number (If Available): (919) 329-7301  
Contractor's NC License No.: 62537

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Specifications, Bid Form, and all other parts of the Contract Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u>01</u>	<u>December 15, 2017</u>
_____	_____
_____	_____

BID FORM

LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: Riley Paving Inc  
Address: P.O. Box 10  
CARTHAGE, NC 28327  
Contact Person: Debbie Riley  
Telephone: 910-947-5376 off 910-638-5357 cell  
Email: riley paving @ embarrmail.com  
Fax Number (If Available): 910-947-3156  
Contractor's NC License No.: 5754

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
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Addendum Number	Addendum Date
<u>1</u>	<u>December 15, 2017</u>
_____	_____
_____	_____

BID FORM

LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: Asphalt Experts Inc.  
Address: 5112 Neal Rd.  
Durham,  
Contact Person: Brian O'Connell  
Telephone: 919-384-9889  
Email: boconnell@asphaltexperts.com  
Fax Number (If Available): 919-384-1340  
Contractor's NC License No.: 45726

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Specifications, Bid Form, and all other parts of the Contract Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
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  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u># 1</u>	<u>12-15-17</u>
_____	_____
_____	_____



BID FORM  
LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: Sandhills Contractors  
Address: PO Box 1  
Sanford, NC 27331  
Contact Person: Jarrold  
Telephone: 919-775-3828  
Email: jhilliard@sandhillscontractors.com  
Fax Number (If Available): 919-775-3727  
Contractor's NC License No.: 25707

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
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  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u>1</u>	<u>12/15/17</u>
_____	_____
_____	_____

BID FORM  
LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: The Spruill Construction Corporation  
Address: PO Box 478  
Bunnlevel, NC 28323-0478  
Contact Person: Hughley B. Spruill, Sr  
Telephone: 910 893-1000  
Email: Spruillconstruct@aol.com  
Fax Number (If Available): 910 893-9345  
Contractor's NC License No.: 34224

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
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3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u>01</u>	<u>12/15/2017</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

BID FORM

LEE COUNTY  
GOVERNMENT CENTER PARKING LOT REHABILITATION (EAST LOT)

Bidder: GARRIS GRASSING & PAVING, INC  
Address: 5950 GAY RD  
FRAMVILLE, NC  
Contact Person: JOHN ROSE  
Telephone: (252) 717-5601  
Email: ROSEGARRISPAVING@GMAIL.COM  
Fax Number (If Available): (252) 749-1111  
Contractor's NC License No.: 63017

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Specifications, Bid Form, and all other parts of the Contract Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
<u>01</u>	<u>12-15-17</u>
_____	_____
_____	_____

<b>ITEM #:</b> <b>VI. B.</b>
---------------------------------

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Tax Lien Advertisement for delinquent 2017 Real Property Taxes

**DEPARTMENT:** Tax Administration

**CONTACT PERSON:** Mary Yow, Tax Administrator

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Order the tax collector to advertise 2017 delinquent real property taxes per NCGS 105-369(a)
BUDGET IMPACT	n/a
ATTACHMENTS	NCGS 105-369
PRIOR BOARD ACTION	n/a
RECOMMENDATION	Order the tax collector to advertise 2017 delinquent real property taxes.
SUMMARY	

NCGS 105-36-(a), requires the tax collector to report to the governing board, unpaid real property taxes for the current fiscal year. The governing board must order the tax collector to advertise the tax liens. A report of all unpaid 2017 real property taxes is on file with the Clerk to the Board and available for review on the commissioner's website. The advertisement of tax liens will be published in the Sanford Herald no sooner than March 12. The total amount of unpaid real property taxes including interest as of January 25, 2018 was \$2,570,631.91.

**§ 105-369. Advertisement of tax liens on real property for failure to pay taxes.**

(a) Report of Unpaid Taxes That Are Liens on Real Property. - In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. A county tax collector's report is due the first Monday in February, and a municipal tax collector's report is due the second Monday in February. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens. For purposes of this section, district taxes collected by county tax collectors shall be regarded as county taxes and district taxes collected by municipal tax collectors shall be regarded as municipal taxes.

(b) Repealed by Session Laws 1983 (Regular Session, 1984), c. 1013.

(b1) Notice to Owner. - After the governing body orders the tax collector to advertise the tax liens, the tax collector must send a notice to the record owner of each affected parcel of property, as determined as of the date the taxes became delinquent. The notice must be sent to the owner's last known address by first-class mail at least 30 days before the date the advertisement is to be published. The notice must state the principal amount of unpaid taxes that are a lien on the parcel to be advertised and inform the owner that the name of the record owner as of the date the taxes became delinquent will appear in a newspaper advertisement of delinquent taxes if the taxes are not paid before the publication date. Failure to mail the notice required by this section to the correct record owner does not affect the validity of the tax lien or of any foreclosure action.

(c) Time and Contents of Advertisement. - A tax collector's failure to comply with this subsection does not affect the validity of the taxes or tax liens. The county tax collector shall advertise county tax liens by posting a notice of the liens at the county courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. The municipal tax collector shall advertise municipal tax liens by posting a notice of the liens at the city or town hall and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. Advertisements of tax liens shall be made during the period March 1 through June 30. The costs of newspaper advertising shall be paid by the taxing unit. If the taxes of two or more taxing units are collected by the same tax collector, the tax liens of each unit shall be advertised separately unless, under the provisions of a special act or contractual agreement between the taxing units, joint advertisement is permitted.

The posted notice and newspaper advertisement shall set forth the following information:

- (1) Repealed by Session Laws 2006-106, s. 2, effective for taxes imposed for taxable years beginning on or after July 1, 2006.
- (1a) The name of the record owner as of the date the taxes became delinquent for each parcel on which the taxing unit has a lien for unpaid taxes, in alphabetical order.
- (1b) After the information required by subdivision (1a) of this subsection for each parcel, a brief description of each parcel of land to which a lien has attached and a statement of the principal amount of the taxes constituting a lien against the parcel.
- (2) A statement that the amounts advertised will be increased by interest and costs and that the omission of interest and costs from the amounts advertised will not constitute waiver of the taxing unit's claim for those items.
- (3) In the event the list of tax liens has been divided for purposes of advertisement in more than one newspaper, a statement of the names of all newspapers in which advertisements will appear and the dates on which they will be published.

(4) A statement that the taxing unit may foreclose the tax liens and sell the real property subject to the liens in satisfaction of its claim for taxes.

(d) Costs. - Each parcel of real property advertised pursuant to this section shall be assessed an advertising fee to cover the actual cost of the advertisement. Actual advertising costs per parcel shall be determined by the tax collector on any reasonable basis. Advertising costs assessed pursuant to this subsection are taxes.

(e) Payments during Advertising Period. - At any time during the advertisement period, any parcel may be withdrawn from the list by payment of the taxes plus interest that has accrued to the time of payment and a proportionate part of the advertising fee to be determined by the tax collector. Thereafter, the tax collector shall delete that parcel from any subsequent advertisement, but the tax collector is not liable for failure to make the deletion.

(f) Listing and Advertising in Wrong Name. - No tax lien is void because the real property to which the lien attached was listed or advertised in the name of a person other than the person in whose name the property should have been listed for taxation if the property was in other respects correctly described on the abstract or in the advertisement.

(g) Wrongful Advertisement. - Any tax collector or deputy tax collector who willfully advertises any tax lien knowing that the property is not subject to taxation or that the taxes advertised have been paid is guilty of a Class 3 misdemeanor, and shall be required to pay the injured party all damages sustained in consequence. (1939, c. 310, s. 1715; 1955, c. 993; 1971, c. 806, s. 1; 1983, c. 808, s. 1; 1983 (Reg. Sess., 1984), c. 1013; 1993, c. 539, s. 725; 1994, Ex. Sess., c. 24, s. 14(c); 1999-439, s. 1; 2000-140, s. 73; 2006-106, s. 2.)

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

**ITEM #:**  
**VI. C.**

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** Consideration of Reappointment of Herman Morris to the Board of Equalization and Review

**DEPARTMENT:** Governing Body

**CONTACT PERSON:** Jennifer Gamble, Clerk to the Board

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	Consider the reappointment of Herman Morris to the Board of Equalization and Review.
BUDGET IMPACT	N/A
ATTACHMENTS	Application from Herman Morris provided under a separate cover.
PRIOR BOARD ACTION	Originally appointed in 2009 to fill unexpired term. Reappointed in 2012 and 2015.
RECOMMENDATION	Reappoint Herman Morris to the Board of Equalization and Review.
SUMMARY	

Herman Morris submitted an application for reappointment to the Board of Equalization and Review. Based on the information provided and having received verification from the Tax Department, Mr. Morris is eligible for reappointment.

ITEM #:  
**VII. A.**

## LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

**MEETING DATE:** February 5, 2018

**SUBJECT:** December 2017 Financial Report

**DEPARTMENT:** Finance

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

**TYPE:**     Consent Agenda     Action Item     Public Hearing     Information

REQUEST	N/A – Information only
BUDGET IMPACT	N/A
ATTACHMENTS	Monthly Financial Report, Monthly Sales Tax Analysis, Historical Sales Tax Analysis, County-wide Sales Tax Analysis
PRIOR BOARD ACTION	Click to enter text.
RECOMMENDATION	N/A
SUMMARY	

Attached is the monthly financial report for December 2017. Please remember that sales tax revenues run three months behind. Tax collections as a percentage of budget through December 2017 are 0.83% behind the same period last year. In reviewing expenditures, the percentage used target is 50.00%. Finance is exceeding due to cost of the County's annual audit. Strategic Services, IT, General Services and Sheriff are exceeding the target due to annual maintenance contracts, equipment purchases and insurance premiums.

Sales tax reports showing distributions for sales through October 2017 are attached.



Lee County  
 Monthly Financial Report  
 For the Month Ended  
 December 31, 2017

	For the year ending June 30, 2017			For the year ending June 30, 2018				
	16-17 Budget	YTD Thru 12/31/16	December 2016	% Used	17-18 Budget	YTD Thru 12/31/17	December 2017	% Used
<b>General Fund</b>								
Revenues								
Ad Valorem Taxes	40,240,420	31,234,922.74	11,390,615.95	77.62%	42,101,861	32,328,580.59	13,455,162.00	76.79%
Local Option Sales Taxes	12,812,993	3,177,628.99	1,083,237.34	24.80%	13,669,336	3,386,367.58	1,202,872.98	24.77%
Other Taxes and Licenses	415,500	238,956.65	69,737.57	57.51%	424,400	271,253.76	80,776.69	63.91%
Unrestricted Intergovernmental	806,995	344,002.86	-	42.63%	753,230	321,964.60	-	42.74%
Restricted Intergovernmental	10,355,025	4,230,321.26	1,376,462.51	40.85%	8,334,360	3,108,242.76	544,105.60	37.29%
Permits and Fees	253,625	130,578.82	22,301.45	51.48%	260,025	132,866.33	18,710.74	51.10%
Sales and Services	2,669,698	1,075,900.88	165,977.57	40.30%	2,773,908	1,175,705.72	186,342.71	42.38%
Investment Earnings	45,000	24,929.31	7,471.35	55.40%	75,000	54,763.17	12,161.82	73.02%
Miscellaneous	377,411	242,255.25	23,702.63	64.19%	343,496	163,367.85	6,970.69	47.56%
<b>Total Revenues</b>	<b>67,976,667</b>	<b>40,699,496.76</b>	<b>14,139,506.37</b>	<b>59.87%</b>	<b>68,735,616</b>	<b>40,943,112.36</b>	<b>15,507,103.23</b>	<b>59.57%</b>
Expenditures								
General Government								
Governing Body	165,630	94,425.04	12,679.94	57.01%	214,144	101,586.55	21,368.90	47.44%
Administration	676,093	285,777.33	67,158.97	42.27%	672,493	296,193.30	61,205.77	44.04%
Human Resources	289,475	129,183.54	23,570.94	44.63%	346,185	134,712.51	27,213.11	38.91%
Finance	477,170	238,087.27	37,208.98	49.90%	506,656	262,047.77	39,557.12	51.72%
Internal Services	635,260	275,700.60	45,092.43	43.40%	673,373	291,113.90	46,554.08	43.23%
Tax Administration	1,671,252	731,041.98	152,014.44	43.74%	1,648,593	692,405.70	124,674.83	42.00%
Strategic Services	404,608	216,710.33	37,581.87	53.56%	418,262	224,303.56	38,481.55	53.63%
Prertial Release	73,360	36,540.01	7,307.96	49.81%	75,974	37,012.15	7,527.90	48.72%
Court Facilities	13,952	2,451.85	569.93	17.57%	13,952	4,112.11	542.13	29.47%
Elections	334,616	230,547.91	100,849.72	68.90%	601,124	135,909.72	21,051.99	22.61%
Register of Deeds	282,838	143,076.11	25,862.92	50.59%	290,741	145,488.03	22,778.49	50.04%
IT	1,448,367	792,130.75	79,209.23	54.69%	1,246,336	709,829.74	88,653.52	56.95%
General Services	2,827,853	1,235,123.48	159,427.56	43.68%	4,387,427	2,483,799.62	1,406,624.84	56.61%
<b>Total</b>	<b>9,300,474</b>	<b>4,410,796.20</b>	<b>748,534.89</b>	<b>47.43%</b>	<b>11,095,260</b>	<b>5,518,514.66</b>	<b>1,906,234.23</b>	<b>49.74%</b>
Public Safety								
Sheriff	6,331,688	3,284,031.14	597,086.74	51.87%	6,375,942	3,332,666.51	811,888.44	52.27%
Jail	2,384,975	1,062,453.41	201,065.53	44.55%	2,395,341	1,065,209.88	223,804.85	44.47%
911 Communications	287,415	143,707.50	23,951.25	50.00%	317,712	158,856.00	26,476.00	50.00%
State Fire Control Contribution	100,194	28,244.91	-	28.19%	100,194	27,777.17	-	27.72%
Inspections	45,996	-	-	0.00%	32,253	-	-	0.00%
Medical Examiner	40,000	30,350.00	6,350.00	75.88%	70,000	27,850.00	10,150.00	39.79%
Juvenile Detention	101,000	9,282.00	-	9.19%	50,500	22,903.00	3,782.00	45.35%
Emergency Medical Services	551,250	275,625.00	45,937.50	50.00%	662,275	378,381.25	148,693.75	57.13%
Emergency Services	238,010	98,135.09	17,079.68	41.23%	342,823	117,464.71	15,274.73	34.26%
Fire Marshall	347,824	132,850.39	23,271.59	38.19%	319,253	139,715.64	22,615.90	43.76%
<b>Total</b>	<b>10,428,352</b>	<b>5,064,681.44</b>	<b>914,742.29</b>	<b>48.57%</b>	<b>10,666,293</b>	<b>5,270,824.16</b>	<b>1,262,685.67</b>	<b>49.42%</b>

Lee County  
Monthly Financial Report  
For the Month Ended  
December 31, 2017

	For the year ending June 30, 2017			For the year ending June 30, 2018				
	16-17 Budget	YTD Thru 12/31/16	December 2016	% Used	17-18 Budget	YTD Thru 12/31/17	December 2017	% Used
<b>Economic/Physical Development</b>								
Airport	175,000	175,000.00	-	100.00%	-	-	-	N/A
Planning	378,891	189,445.50	-	50.00%	396,324	198,162.00	-	50.00%
Economic Development	377,433	96,239.27	284.14	25.50%	496,548	195,276.15	240.72	39.33%
Cooperative Extension	227,514	74,152.01	13,771.05	32.59%	284,893	145,976.34	34,878.41	51.24%
Conservation	114,532	55,497.22	11,719.77	48.46%	118,486	57,685.98	11,534.00	48.69%
<b>Total</b>	<b>1,273,370</b>	<b>590,334.00</b>	<b>25,774.96</b>	<b>46.36%</b>	<b>1,296,251</b>	<b>597,100.47</b>	<b>46,653.13</b>	<b>46.06%</b>
<b>Health and Welfare</b>								
Health Department	3,242,410	1,476,830.01	352,359.29	45.55%	3,498,631	1,522,163.02	345,351.01	43.51%
Mental Health	240,000	120,000.00	20,000.00	50.00%	240,000	120,000.00	20,000.00	50.00%
Social Services-Admin	6,961,833	3,296,054.62	719,896.40	47.34%	7,045,444	3,283,111.89	694,625.06	46.60%
Social Services-Programs	3,492,054	1,337,249.92	241,661.07	38.29%	1,475,748	415,184.53	70,843.92	28.13%
Human Services Nonprofits	34,000	17,000.04	2,833.34	50.00%	34,000	17,000.04	2,833.34	50.00%
Senior Services - Transportation	897,677	381,239.81	82,351.01	42.47%	907,956	441,590.14	94,875.80	48.64%
Senior Services - General	985,971	453,883.11	65,709.92	46.03%	1,004,620	460,797.83	66,677.92	45.87%
JCPC	163,924	79,947.03	13,306.94	48.77%	161,771	34,381.89	5,603.85	21.25%
Emergency and Contingency	65,000	-	-	0.00%	65,000	-	-	0.00%
<b>Total</b>	<b>16,082,869</b>	<b>7,162,204.54</b>	<b>1,498,117.97</b>	<b>44.53%</b>	<b>14,433,150</b>	<b>6,294,229.34</b>	<b>1,300,810.90</b>	<b>43.61%</b>
<b>Education</b>								
School Current Expense	16,904,278	8,473,138.98	1,447,189.83	50.12%	17,512,278	8,756,139.00	1,459,356.50	50.00%
School Capital Outlay	2,032,555	999,560.27	112,292.17	49.18%	2,032,506	673,753.02	112,292.17	33.15%
CCCC Current Expense & Civic Ctr.	2,664,500	1,332,250.02	222,041.67	50.00%	2,841,860	1,420,929.96	236,821.66	50.00%
CCCC Special Appropriation	-	-	-	N/A	115,000	115,000.00	115,000.00	100.00%
CCCC Capital Outlay	201,000	100,500.00	16,750.00	50.00%	290,000	145,000.02	24,166.67	50.00%
<b>Total</b>	<b>21,802,333</b>	<b>10,905,449.27</b>	<b>1,798,273.67</b>	<b>50.02%</b>	<b>22,791,644</b>	<b>11,110,822.00</b>	<b>1,947,637.00</b>	<b>48.75%</b>
<b>Cultural and Recreational</b>								
Libraries	674,018	305,103.65	60,179.42	45.27%	702,136	274,093.61	56,946.74	39.04%
Parks and Recreation	1,646,172	621,131.05	94,420.20	37.73%	1,759,241	702,711.20	144,705.84	39.94%
Nonprofits	7,000	3,500.04	583.34	50.00%	7,000	3,500.04	583.34	50.00%
<b>Total</b>	<b>2,327,190</b>	<b>929,734.74</b>	<b>155,182.96</b>	<b>39.95%</b>	<b>2,468,377</b>	<b>980,304.85</b>	<b>202,235.92</b>	<b>39.71%</b>
<b>Debt Service</b>								
	7,585,577	1,258,284.78	545,735.53	16.59%	9,373,949	1,677,658.83	13,983.61	17.90%
<b>Total Expenditures</b>	<b>68,800,165</b>	<b>30,321,484.97</b>	<b>5,686,362.27</b>	<b>44.07%</b>	<b>72,124,924</b>	<b>31,449,454.31</b>	<b>6,680,240.46</b>	<b>43.60%</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(823,498)</b>	<b>10,378,011.79</b>	<b>8,453,144.10</b>	<b>N/A</b>	<b>(3,389,308)</b>	<b>9,493,658.05</b>	<b>8,826,862.77</b>	<b>N/A</b>

Lee County  
 Monthly Financial Report  
 For the Month Ended  
 December 31, 2017

	For the year ending June 30, 2017			For the year ending June 30, 2018				
	16-17 Budget	YTD Thru 12/31/16	December 2016	% Used	17-18 Budget	YTD Thru 12/31/17	December 2017	% Used
Other Financing Sources (Uses):								
Transfers From Other Funds	328,844	-	-	0.00%	667,899	-	-	0.00%
Transfers to Other Funds	(2,342,272)	-	-	0.00%	(1,076,829)	-	-	0.00%
Total Other Financing Sources (Uses)	(2,013,428)	-	-	0.00%	(408,930)	-	-	0.00%
Revenues and Other Financing Sources								
Over (Under) Expenditures and Other Financing (Uses)	(2,836,926)	10,378,011.79	8,453,144.10	N/A	(3,798,238)	9,493,658.05	8,826,862.77	N/A
Appropriated Fund Balance	2,836,926	-	-	0.00%	3,798,238	-	-	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	10,378,011.79	8,453,144.10	N/A	-	9,493,658.05	8,826,862.77	N/A

Lee County  
Sales Tax Distribution  
2017-2018

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-17		1,079,163.12	416,928.65	178,615.50	76,549.50	238,264.48	95,305.79	142,958.69	15.99	20,621.12	148,167.88
Aug-17		1,104,331.48	434,145.37	174,358.26	74,724.97	245,734.09	98,293.64	147,440.45	188.73	20,621.12	154,558.94
Sep-17		1,202,872.98	487,724.27	179,143.28	76,775.69	269,713.80	107,885.52	161,828.28	56.13	20,621.12	168,838.69
1st qtr totals		3,386,367.58	1,338,798.29	532,117.04	228,050.16	753,712.37	301,484.95	452,227.42	260.85	61,863.36	471,565.51
Oct-17		1,131,126.46	460,060.82	164,071.64	70,316.42	253,966.80	101,586.72	152,380.08	66.82	20,621.12	162,022.85
Nov-17											
Dec-17											
2nd qtr totals		1,131,126.46	460,060.82	164,071.64	70,316.42	253,966.80	101,586.72	152,380.08	66.82	20,621.12	162,022.85
Jan-18											
Feb-18											
Mar-18											
3rd qtr totals		-	-	-	-	-	-	-	-	-	-
Apr-18											
May-18											
Jun-18											
4th qtr totals		-	-	-	-	-	-	-	-	-	-
Grand total		4,517,494.04	1,798,859.11	696,188.68	298,366.58	1,007,679.17	403,071.67	604,607.50	327.67	82,484.48	633,588.36
Budget		5,397,126.00	3,077,281.00	2,154,097.00	923,184.00	3,016,345.00	1,206,538.00	1,809,807.00	-	240,114.00	1,938,470.00
% of budget received			33.33%	32.32%	32.32%		33.41%	33.41%		34.35%	32.68%

**HISTORICAL ANALYSIS OF SALES TAX RECEIVED**  
Based on actual monthly distributions

**ARTICLE 39**

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 17-18	502,335.01	515,872.02	567,171.25	532,570.42	520,210.40	580,084.10	469,879.41	487,806.26	535,085.15	552,402.01	501,886.42	582,902.52	2,117,948.70	6.68%
FY 16-17	478,761.95	498,999.97	508,612.09	499,035.31	475,000.80	483,119.40	445,072.61	462,009.05	539,114.62	502,285.99	518,603.29	534,492.78	6,215,665.69	6.63%
FY 15-16	465,259.08	470,623.97	458,109.37	475,089.40	470,844.04	557,555.57	410,327.35	435,287.37	448,226.83	475,565.07	477,470.61	498,035.37	5,829,280.36	6.94%
FY 14-15	429,302.83	417,505.46	433,581.85	397,178.96	443,284.86	493,573.68	385,160.28	410,925.03	415,134.15	451,510.39	470,537.12	474,093.44	5,450,881.31	4.99%
FY 13-14	400,368.31	441,107.55	388,259.09	417,739.52	375,443.30	385,222.34	350,932.73	394,914.26	422,448.32	297,237.40	455,231.11	446,625.97	5,191,693.42	12.86%
FY 12-13	58,059	358,208.34	378,813.94	360,718.99	375,443.30	385,222.34	350,932.73	394,914.26	422,448.32	297,237.40	455,231.11	446,625.97	4,600,006.25	

**ARTICLES 40 & 42**

FY 17-18	493,429.48	494,817.32	525,632.77	488,354.85	497,786.82	562,476.43	427,237.63	451,353.83	522,491.99	515,327.66	475,774.40	549,031.55	2,002,234.42	5.72%
FY 16-17	460,978.30	484,191.31	477,810.40	470,872.47	451,935.72	504,219.69	407,565.16	426,059.30	510,177.99	487,813.97	493,891.86	523,701.55	5,895,332.79	5.20%
FY 15-16	468,881.30	445,744.26	446,455.17	439,688.90	446,206.02	535,779.10	400,333.33	406,757.64	424,685.78	453,090.59	464,751.71	492,934.92	5,604,174.87	5.27%
FY 14-15	431,269.14	427,263.94	423,446.27	416,848.15	446,206.02	535,779.10	400,333.33	406,757.64	424,685.78	453,090.59	464,751.71	492,934.92	5,323,367.59	6.18%
FY 13-14	402,646.16	417,774.34	393,089.15	376,277.66	426,467.20	476,486.27	360,353.10	393,435.72	413,962.54	418,493.31	454,410.74	479,948.49	5,013,344.68	13.66%
FY 12-13	58,059	352,094.18	357,550.03	332,928.02	358,084.28	371,346.76	318,911.05	367,963.33	387,527.23	342,015.10	431,591.71	445,396.98	4,410,825.30	

**ARTICLE 44**

FY 17-18	20,637.11	20,809.85	20,677.25	20,687.94	19,201.56	19,214.45	19,202.62	19,201.18	19,220.34	19,206.05	19,211.47	20,608.11	82,812.15	
FY 16-17	19,571.19	19,265.47	19,359.47	19,221.44	56.20	80.34	113.05	153.30	275.86	44.31	82.70	19,267.86	232,483.35	
FY 15-16	3.14	8.31	167.07	1.82	37.51	35.64	38.83	(682.51)	18.11	116.77	33.51	95.08	20,263.96	
FY 14-15	192.39	112.85	80.16	(249.79)	73.90	235.15	205.21	764.73	167.96	839.71	0.63	2,652.51	(151.45)	
FY 13-14	66.60	50.01	77.78	99.52	141.46	152.99	(25.99)	6,171.67	131.56	141.04	338.38	61.76	5,233.71	
FY 12-13	(634.83)	1,424.73	1,058.22	234.92	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	9,195.97	

**ARTICLE 46**

FY 17-18	148,167.88	154,558.94	168,838.69	162,022.85	156,780.27	174,044.85	139,697.84	147,610.04	158,177.70	165,020.11	152,654.63	176,761.75	633,588.36	6.96%
FY 16-17	141,152.73	149,578.29	152,816.21	148,793.05	139,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,863,087.47	8.85%
FY 15-16	137,434.69	135,362.20	135,294.78	139,853.57	133,786.02	161,320.16	113,075.29	122,866.95	127,883.13	137,380.67	137,558.26	146,946.08	1,711,649.81	10.18%
FY 14-15	122,047.40	116,047.51	124,083.08	110,797.71	133,786.02	161,320.16	113,075.29	122,866.95	127,883.13	137,380.67	137,558.26	146,946.08	1,553,572.26	7.14%
FY 13-14	111,509.99	122,621.52	105,729.88	118,833.94	123,682.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.09	134,479.38	134,151.34	1,445,984.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.75	

**CITY HOLD HARMLESS**

FY 17-18	(85,406.36)	(81,726.65)	(79,446.98)	(72,509.60)	(81,565.40)	(94,567.28)	(61,710.66)	(68,472.43)	(89,101.45)	(79,181.26)	(76,515.62)	(86,521.70)	(319,089.59)	3.69%
FY 16-17	(75,955.85)	(82,151.71)	(75,360.83)	(74,269.98)	(74,974.17)	(101,149.70)	(60,929.51)	(65,056.91)	(83,452.31)	(84,960.80)	(77,337.98)	(90,032.44)	(945,404.17)	0.20%
FY 15-16	(86,904.69)	(72,675.37)	(78,202.56)	(67,806.98)	(66,610.69)	(83,041.27)	(63,803.99)	(59,080.79)	(63,472.47)	(68,982.76)	(80,511.41)	(89,187.81)	(943,483.42)	8.76%
FY 14-15	(73,342.36)	(75,031.46)	(67,451.92)	(76,968.31)	(66,610.69)	(83,041.27)	(63,803.99)	(59,080.79)	(63,472.47)	(68,982.76)	(80,511.41)	(89,187.81)	(867,485.24)	12.07%
FY 13-14	(64,607.71)	(58,109.36)	(63,582.88)	(46,298.85)	(62,106.60)	(70,113.63)	(48,850.17)	(56,797.97)	(64,923.66)	(55,636.38)	(71,145.03)	(82,837.75)	(745,010.01)	-15.03%
FY 12-13	(82,891.24)	(78,200.12)	(89,242.25)	(67,944.14)	(79,279.06)	(83,624.52)	(62,245.81)	(76,873.64)	(77,435.56)	(67,961.64)	(61,508.81)	(69,545.70)	(876,753.51)	

**TOTAL**

FY 17-18	1,079,163.12	1,104,331.48	1,202,872.98	1,131,126.46	1,112,413.65	1,241,222.55	994,306.84	1,037,498.88	1,145,873.73	1,172,774.57	1,073,011.30	1,242,782.23	4,517,494.04	6.51%
FY 16-17	1,024,508.32	1,069,893.33	1,083,237.34	1,063,652.29	992,034.17	1,026,439.53	919,058.63	957,008.72	1,128,918.83	1,052,279.91	1,086,419.53	1,149,325.43	13,261,165.03	8.50%
FY 15-16	982,673.52	979,053.37	961,823.83	986,826.71	984,242.90	1,171,649.20	859,970.81	904,968.66	937,341.38	997,170.34	998,302.68	1,048,823.64	12,221,875.58	6.65%
FY 14-15	909,469.40	885,898.30	913,739.44	847,607.72	931,402.22	1,040,469.39	802,541.71	861,595.78	876,960.74	942,333.12	985,282.84	1,008,008.03	11,460,184.47	4.99%
FY 13-14	849,983.35	923,444.04	823,573.02	866,651.79	777,437.71	812,889.04	719,059.90	811,685.71	867,392.44	648,713.35	955,104.53	946,080.56	10,915,246.03	14.08%
FY 12-13	738,986.12	779,441.88	770,426.52	741,220.00	777,437.71	812,889.04	719,059.90	811,685.71	867,392.44	648,713.35	955,104.53	946,080.56	9,568,437.76	

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

ARTICLE 39

Population	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total	Period % change
FY 17-18	681,049.61	699,402.65	768,952.49	722,041.80	705,662.31	786,880.62	637,388.62	661,706.28	725,839.82	749,330.03	680,441.42	790,280.44	2,871,446.55	6.62%
FY 16-17	649,437.73	676,890.47	689,929.27	676,938.43	656,486.52	667,004.92	614,476.71	637,859.53	744,313.11	693,466.72	703,482.32	725,036.27	8,022,620.21	5.09%
FY 14-16	642,346.59	649,753.46	632,475.54	655,918.52	635,005.12	751,948.86	553,389.11	587,051.52	604,502.36	641,372.16	687,593.23	687,593.23	7,410,923.80	8.25%
FY 13-14	578,980.45	563,069.89	584,751.37	535,656.50	588,837.71	655,638.90	511,627.89	545,852.52	551,443.70	599,764.09	634,591.19	639,387.43	6,915,667.13	7.16%
FY 12-13	531,829.48	585,945.48	515,744.20	554,904.54	588,837.71	655,638.90	511,627.89	545,852.52	551,443.70	599,764.09	634,591.19	639,387.43	6,915,667.13	3.01%
FY 12-13	539,511.98	567,418.24	566,508.12	543,181.95	565,354.29	580,079.87	528,445.50	594,674.27	636,135.93	394,002.26	604,706.51	593,275.87	6,713,294.79	

ARTICLES 40 & 42

FY 17-18	668,975.80	670,857.36	712,635.97	662,095.75	675,244.84	782,995.92	579,545.30	612,258.77	708,757.27	699,038.91	645,039.60	744,359.26	2,714,564.88	5.67%
FY 16-17	625,314.32	656,802.63	648,146.97	638,735.69	623,952.06	696,136.42	562,693.13	588,226.52	704,362.58	673,486.34	670,015.67	710,398.03	7,996,239.48	3.68%
FY 14-16	644,566.25	615,404.01	616,385.50	607,043.84	601,777.00	722,579.95	539,910.66	548,574.82	572,753.66	611,061.87	680,556.44	680,556.44	7,248,900.60	6.40%
FY 13-14	581,632.32	576,230.68	571,081.99	562,184.77	566,487.96	632,940.82	478,675.25	522,620.57	549,887.39	565,905.84	612,842.30	647,283.87	6,678,448.90	8.54%
FY 12-13	534,855.27	554,950.78	522,160.20	499,828.65	566,487.96	632,940.82	478,675.25	522,620.57	549,887.39	565,905.84	612,842.30	647,283.87	6,678,448.90	3.95%
FY 12-13	530,303.20	538,410.03	520,142.20	501,330.43	539,214.54	559,185.59	480,226.25	554,090.72	563,550.64	453,357.23	573,305.09	591,643.34	6,424,759.26	

ARTICLE 44

FY 17-18	27,979.14	28,213.33	28,033.56	28,048.05	26,046.80	26,064.30	26,048.24	26,046.29	26,072.28	26,052.89	26,046.29	27,939.83	112,274.08	
FY 16-17	28,548.20	26,133.50	26,261.00	26,073.77	26,046.80	26,064.30	26,048.24	26,046.29	26,072.28	26,052.89	26,046.29	27,939.83	315,333.39	
FY 15-16	4.34	11.47	230.67	2.51	77.59	110.92	156.07	211.66	380.86	61.17	112.17	26,136.74	27,496.17	
FY 14-15	266.46	152.19	108.11	(336.88)	50.59	48.07	52.37	(893.50)	24.42	157.48	131.27	131.27	(108.15)	
FY 13-14	88.46	66.43	103.32	132.19	98.16	312.36	272.59	1,015.83	223.12	1,115.43	0.86	3,577.31	7,006.06	
FY 12-13	(956.15)	2,145.41	1,593.51	353.75	213.02	230.37	(39.05)	9,293.49	198.10	186.96	449.49	82.04	13,750.94	

ARTICLE 46

FY 17-18	148,168.88	154,558.94	168,838.69	162,022.85	156,780.27	174,044.85	139,697.84	147,610.04	158,177.70	165,020.11	152,654.63	176,761.75	633,589.36	6.96%
FY 16-17	141,152.73	148,578.29	152,816.21	148,793.05	139,515.62	140,169.80	127,237.32	133,843.98	162,802.67	147,095.84	151,139.66	161,899.68	1,863,087.47	8.85%
FY 15-16	137,434.69	135,362.20	135,294.78	139,853.57	133,766.02	161,320.16	113,075.29	122,666.95	127,883.13	137,380.67	137,558.26	146,946.08	1,711,649.81	10.18%
FY 14-15	122,047.40	116,047.51	124,083.08	110,797.71	133,766.02	161,320.16	113,075.29	122,666.95	127,883.13	137,380.67	137,558.26	146,946.08	1,553,672.26	7.14%
FY 13-14	111,509.99	122,621.52	105,729.88	118,833.94	123,682.86	140,287.92	105,673.29	113,268.27	112,619.75	127,126.09	134,479.38	134,151.34	1,449,884.23	1.74%
FY 12-13	112,209.67	121,853.30	116,982.37	115,284.21	123,047.73	139,791.47	111,487.86	119,510.09	134,720.91	77,281.45	129,453.14	123,541.55	1,425,163.75	

TOTAL

FY 17-18	1,526,173.43	1,553,032.28	1,678,460.71	1,574,208.45	1,563,794.22	1,749,985.69	1,382,680.00	1,447,621.38	1,618,947.07	1,639,441.94	1,504,181.94	1,739,341.28	6,331,874.87	6.25%
FY 16-17	1,442,462.98	1,509,404.89	1,517,153.45	1,490,540.94	1,563,794.22	1,749,985.69	1,382,680.00	1,447,621.38	1,618,947.07	1,639,441.94	1,504,181.94	1,739,341.28	18,605,385.78	6.47%
FY 15-16	1,424,371.87	1,400,531.14	1,384,386.49	1,402,818.44	1,420,031.79	1,503,422.06	1,304,563.23	1,380,141.69	1,611,859.22	1,514,110.07	1,524,749.82	1,623,470.72	17,474,456.54	7.78%
FY 14-15	1,282,926.63	1,255,500.27	1,280,024.55	1,208,302.10	1,370,598.73	1,635,897.04	1,206,427.43	1,257,399.79	1,305,163.57	1,389,972.18	1,505,844.20	1,515,232.02	16,213,288.51	7.72%
FY 13-14	1,178,283.20	1,263,584.21	1,143,737.60	1,173,599.32	1,279,116.69	1,429,180.00	1,096,249.02	1,182,757.19	1,214,173.96	1,283,911.45	1,381,913.73	1,424,399.95	15,051,006.32	3.25%
FY 12-13	1,181,068.70	1,229,826.98	1,205,226.20	1,160,150.34	1,227,829.58	1,279,287.30	1,120,120.56	1,277,568.57	1,354,605.58	924,827.90	1,307,914.23	1,308,542.80	14,576,968.74	