



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

November 04, 2019
6:00 PM

A G E N D A

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I.ADDITIONAL AGENDA

II.APPROVAL OF CONSENT AGENDA

- II.A. [Tax Release and Refund Report for September 2019](#)
- II.B. [Lee County Courthouse and Courthouse Annex - Electronic Door Edge Safety Upgrade - 3 Elevators](#)
- II.C. [Lee County - Government Center and Courthouse - Elevator Starter Replacements](#)
- II.D. [Minutes from the October 21, 2019 Regular Meeting.](#)
- II.E. [Additional State Revenue for Family Planning in the amount of \\$15,953.](#)
- II.F. [Minutes from the October 21, 2019 Special Joint Meeting with the Lee County Planning Board.](#)

III.PUBLIC COMMENTS

IV.OLD BUSINESS

IV.A. [Adopt Resolution Regarding National Opioid Litigation](#)

V.NEW BUSINESS

V.A. [Farm City-Week Proclamation](#)

VI.MANAGERS' REPORTS

VII.COMMISSIONERS' COMMENTS

ADJOURN



ITEM #: II.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Tax Release and Refund Report for September 2019

DEPARTMENT: Tax

CONTACT PERSON: Tracy Lee

TYPE: Consent Agenda

REQUEST	Approval Tax Releases and Refunds for September 2019
BUDGET IMPACT	No
ATTACHMENTS	Gen Statute 105 RELEASE CODES September Personal Property Abatement Report September Real Property Abatement Report
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Tax Releases and Refunds for September 2019
SUMMARY	

A release or refund is necessary to adjust or correct an existing tax bill that is in error. North Carolina General Statute 105-381(b) requires the governing body to determine the release or refund of a tax.

§ 105-381. Taxpayer's remedies.

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

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

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

RELEASE CODE DESCRIPTIONS

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

Lee County, NC
From: 9/1/2019
To: 9/30/2019

Name	Value	County Tax	County Penalty	City Tax	City Penalty	District Tax	District Penalty	Total	Rel. Code
2019									
Release									
B & B COMPUTERIZED TAX SERVICE	\$52,800.00	\$0.00	\$0.00	\$58.08	\$5.81	\$0.00	\$0.00	\$63.89	T-12
GASTER, ERNEST P JR	\$5,100.00	\$39.53	\$3.95	\$0.00	\$0.00	\$5.71	\$0.57	\$49.76	T-12
CAR HUNTERS RENTALS INC	\$26,200.00	\$203.05	\$0.00	\$157.20	\$0.00	\$0.00	\$0.00	\$360.25	TO-3
CAR HUNTERS RENTALS INC	\$8,400.00	\$65.10	\$0.00	\$50.40	\$0.00	\$0.00	\$0.00	\$115.50	TO-3
CAR HUNTERS RENTALS INC	\$19,340.00	\$149.89	\$0.00	\$116.04	\$0.00	\$0.00	\$0.00	\$265.93	TO-3
JACOBS, JORDAN NICHOLAS	\$22,050.00	\$170.89	\$17.09	\$0.00	\$0.00	\$31.97	\$3.20	\$223.15	T-4
GOINS, ROGER M	\$1,204.00	\$9.33	\$0.00	\$0.00	\$0.00	\$1.16	\$0.00	\$10.49	TO-12
KEY, DAVID RICKY SR	\$7,621.00	\$59.06	\$5.91	\$0.00	\$0.00	\$7.32	\$0.73	\$73.02	T-10
WIMBLEY, ROSA MCMILLIAN	\$6,670.00	\$51.69	\$5.17	\$0.00	\$0.00	\$9.67	\$0.97	\$67.50	T-12
DEATON, MICHAEL MOORE JR	\$41,300.00	\$320.08	\$0.00	\$247.80	\$0.00	\$0.00	\$0.00	\$567.88	T-6
ANGELL, DONNY EUGENE JR	\$8,162.00	\$63.26	\$6.33	\$0.00	\$0.00	\$9.14	\$0.91	\$79.64	T-10
DAVID, ANA	\$1,920.00	\$14.88	\$1.49	\$11.52	\$1.15	\$0.00	\$0.00	\$29.04	TO-3
PHELAN, JAMES LEONARD	\$8,213.00	\$63.65	\$0.00	\$49.28	\$0.00	\$0.00	\$0.00	\$112.93	T-6
DENKINS, BILLY H	\$5,720.00	\$44.33	\$0.00	\$0.00	\$0.00	\$5.49	\$0.00	\$49.82	TO-12
DOUGLAS, NEIL	\$1,544.00	\$11.97	\$0.00	\$0.00	\$0.00	\$1.48	\$0.00	\$13.45	T-7
SALAS, ROBERTO	\$8,611.00	\$66.74	\$6.67	\$51.67	\$5.17	\$0.00	\$0.00	\$130.24	T-1
WATSON, RICHARD FLOYD III	\$4,773.00	\$36.99	\$0.00	\$0.00	\$0.00	\$4.96	\$0.00	\$41.95	T-1
Release Totals:	\$229,628.00	\$1,370.42	\$46.60	\$741.98	\$12.13	\$76.91	\$6.38	\$2,254.42	

Real Property Abatement
Report



Lee County, NC
From: 9/1/2019
To: 9/30/2019

Name	Value	County	City	Fire District	Solid Waste	Total	Release Code
2019							
Release							
MATTHEWS, PETER MARVIN	\$124,400.00	\$964.10	\$0.00	\$119.42	\$0.00	\$1,083.52	TA-5
MCBRYDE FARM	\$628,700.00	\$4,872.42	\$0.00	\$603.55	\$0.00	\$5,475.97	TA-2
AUTRY, PHILLIP	\$0.00	\$0.00	\$0.00	\$0.00	\$224.99	\$224.99	CY
LAKWOOD PROP OWNERS ASSN INC	\$0.00	\$0.00	\$0.00	\$0.00	\$53.75	\$53.75	VA
Release Totals:	\$753,100.00	\$5,836.52	\$0.00	\$722.97	\$278.74	\$6,838.23	



ITEM #: II.B

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Lee County Courthouse and Courthouse Annex - Electronic Door Edge Safety Upgrade - 3 Elevators

DEPARTMENT: General Services

CONTACT PERSON: Nancy Veroni, General Services Administrative Officer

TYPE: Consent Agenda

REQUEST	Request the approval of the Lee County Courthouse and Courthouse Annex - Electronic Door Edge Safety Upgrade - 3 Elevators for Lobby, Jail (front and rear) and Courthouse Annex.
BUDGET IMPACT	Funds were approved in the 2019-20 Budget Year; Impact for this work to be performed is \$13,879.00
ATTACHMENTS	Elevator Work Order - Electronic Door Edges - SAFETY 2019.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Highly Recommended for Public Buildings to reduce liability exposure. This new electronic door edge will reduce the chance of a closing elevator door injuring passengers.
SUMMARY	

Lee County Courthouse and Courthouse Annex - Electronic Door Edge Safety Upgrade - 3 Elevators

Thyssenkrupp Elevator will furnish and install one new electronic door edge on the Lee County Courthouse, Courthouse Annex, and Jail elevators to replace the existing mechanical bumper bar. We will install a new electronic door edge on both the front and rear opening of the Jail elevator. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams. If obstructions are detected in this area, the doors will reopen.

Repair Work Order



thyssenkrupp

Lee County Courthouse

June 05, 2019

Purchaser: County of Lee
Address: PO Box 1968
Sanford, NC 27331-1968

Location: Lee County Courthouse
Address: 1400 S Horner Blvd
Sanford, NC 27330-5630

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirteen Thousand Eight Hundred Seventy Nine Dollars (\$13,879.00)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
LOBBY	Door Edge	Safety
JAIL (front and rear)	Door Edge	Safety
Courthouse Annex	Door Edge	Safety

In the event you have any questions regarding the content of this Proposal please contact me at +1 919 6707623
We appreciate your consideration.

Regards,

Nicolette Staehle
thyssenkrupp Elevator Corporation
5995 Chapel Hill Rd Ste 101
Raleigh NC 27607
nicolette.staehle@thyssenkrupp.com | +1 919 6707623

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Lee County Courthouse and Courthouse Annex - Electronic Door Edge Safety Upgrade - 3 Elevators
thyssenkrupp Elevator will furnish and install one new electronic door edge on the Lee County Courthouse, Courthouse Annex, and Jail elevators to replace the existing mechanical bumper bar. We will install a new electronic door edge on both the front and rear opening of the Jail elevator. This electronic edge senses the presence of an obstruction in the door opening with a screen of infrared beams. If obstructions are detected in this area, the doors will reopen.

This new electronic door edge will reduce the chance of a closing elevator door injuring passengers.

HIGHLY RECOMMENDED FOR PUBLIC BUILDINGS TO REDUCE LIABILITY EXPOSURE.

Price includes all applicable permits and tests.

(End Scope of Work)

Repair Work Order



Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$6,939.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		thyssenkrupp Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Nash Underwood	
(Print or Type Name)			
_____		Branch Manager	
(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

Please contact _____ to schedule work at the following phone number _____

**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

 Please Remit To: thyssenkrupp Elevator Corporation
 PO Box 3796
 Carol Stream, IL 60132-3796

Attn: Russell Spivey

Date	Terms	Reference ID	Customer Reference # / PO
June 05, 2019	Immediate	ACIA-1KQKTBC	
	Total Contract Price:		\$13,879.00
	Estimated Tax:	7.00	\$971.53
	Estimated Invoice Amount (Incl. of taxes)		\$14,851.00
	Down Payment:	(50%)	\$7,425.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 919 6707623. To make a payment by phone, please call 786-336-5222 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	County of Lee	Remit To:
Location Name:	Lee County Courthouse	thyssenkrupp Elevator
Customer Number:	85526	Corporation
Quote Number:	2019-2-695068	PO Box 3796
		Carol Stream, IL 60132-3796
Reference ID:	ACIA-1KQKTBC	
Remittance Amount:	\$7,426	



ITEM #: II.C

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Lee County - Government Center and Courthouse - Elevator Starter Replacements

DEPARTMENT: General Services

CONTACT PERSON: Nancy Veroni, General Services Administrative Officer

TYPE: Consent Agenda

REQUEST	Request the approval of six (6) Solid State Starters (3) for LCGC, (2) for Courthouse/Jail, and (1) for the Courthouse Annex for Energy Savings.
BUDGET IMPACT	Funds were approved in the 2019-20 Budget Year; Impact for this work to be performed is \$29,766.00
ATTACHMENTS	Elevator Work Order - Starter - 2019.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Recommend the approval of new motor solid state starters to replace the existing mechanical starters for protection of overload conditions, reverse phase, and loss of phase.
SUMMARY	

Thyssenkrupp Elevator will furnish the necessary labor and materials to install (6) new solid state starters to replace the existing mechanical starter contactor assembly on each of the three elevators at the Lee County Government Center as well as the Courthouse, Jail, and Courthouse Annex. The Solid State Starter will control motor starting and limit the inflow of current. The new starter shall have built-in protection for overload conditions, reverse phase, and loss of phase. The new starter shall be wired, adjusted and tested for smooth operation.

Repair Work Order



thyssenkrupp

Lee County Courthouse

June 05, 2019

Purchaser: County of Lee
Address: PO Box 1968
Sanford, NC 27331-1968

Location: Lee County Courthouse
Address: 1400 S Horner Blvd
Sanford, NC 27330-5630

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Twenty Nine Thousand Seven Hundred Sixty Six Dollars (\$29,766.00)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
1	Solid State Starter	Energy Savings
2	Solid State Starter	Energy Savings
3	Solid State Starter	Energy Savings
LOBBY	Solid State Starter	Energy Savings
JAIL	Solid State Starter	Energy Savings
Courthouse Annex	Solid State Starter	Energy Savings

In the event you have any questions regarding the content of this Proposal please contact me at +1 919 6707623
We appreciate your consideration.

Regards,

Nicolette Staehle
thyssenkrupp Elevator Corporation
5995 Chapel Hill Rd Ste 101
Raleigh NC 27607
nicolette.staehle@thyssenkrupp.com | +1 919 6707623

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Lee County - General Office and Courthouse - Elevator Starter Replacement

Solid State Starter

thyssenkrupp Elevator will furnish the necessary labor and materials to install a new solid state starter to replace the existing mechanic starter contactor assembly on each of the three elevator at the General Office Building as well as the Courthouse, Jail, and Courthouse Annex elevators. The Solid State Starter will control motor starting and limit the inflow of current. The new starter shall have built in protection for overload conditions, reverse phase, and loss of phase. The new starter shall be wired, adjusted and tested for smooth operation.

All applicable permits and inspections are also included.

(End Scope of Work)

Repair Work Order



Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$14,883.00 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		thyssenkrupp Elevator Corporation Management Approval	
By:		By:	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		Nash Underwood	
(Print or Type Name)			
_____		Branch Manager	
(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

Please contact _____ to schedule work at the following phone number _____

**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

 Please Remit To: thyssenkrupp Elevator Corporation
 PO Box 3796
 Carol Stream, IL 60132-3796

Attn: Russell Spivey

Date	Terms	Reference ID	Customer Reference # / PO
June 05, 2019	Immediate	ACIA-1KQK9VC	
Total Contract Price:			\$29,766.00
Estimated Tax:		7.00	\$2,083.62
Estimated Invoice Amount (Incl. of taxes)			\$31,850.00
Down Payment:		(50%)	\$15,925.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 919 6707623. To make a payment by phone, please call 786-336-5222 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	County of Lee	Remit To:
Location Name:	Lee County Courthouse	thyssenkrupp Elevator
Customer Number:	85526	Corporation
Quote Number:	2019-2-695054	PO Box 3796
		Carol Stream, IL 60132-3796
Reference ID:	ACIA-1KQK9VC	
Remittance Amount:	\$15,925	

Repair Completion Notice to be signed at job completion

 Date: _____
 Repair Job #: _____

 Building Name: Lee County Courthouse
 Street Address: 1400 S Horner Blvd
 City State, Zip: Sanford, NC 27330-5630

Dear Russell Spivey,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

 Customer Name: Russell Spivey
 Print or Type Name

 Customer Signature: _____
 Signature of Authorized Individual

 Title: Director
 Print or Type Title

 Date: _____
 Date of acceptance

 Customer Email: russell.spivey@leecountync.gov
 Customer Email

thyssenkrupp Representative

 Name: Nicolette Staehle
 Print or Type Name

 Signature: _____
 Signature of Authorized Individual

 Title: TKE Sales Rep
 Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- | | |
|---|---|
| <input type="checkbox"/> Sales Department | <input type="checkbox"/> Service Department |
| <input type="checkbox"/> Branch Manager | <input type="checkbox"/> Repair Department |
- Phone Number

Comments:



ITEM #: II.D

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Minutes from the October 21, 2019 Regular Meeting.

DEPARTMENT: Governing Body

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

TYPE: Consent Agenda

REQUEST	Approve Minutes from the October 21, 2019 Regular Meeting.
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes 10-21-2019 Regular Meeting.doc
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes as presented.
SUMMARY	

A draft of the Minutes from the October 21, 2019 have been enclosed for review and approval. Attachments referenced in the Minutes are available in the Clerks Office at 408 Summit Drive, Sanford, NC.



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

October 21, 2019

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, Dr. Andre Knecht, Robert T. Reives, Cameron W. Sharpe, and Kirk Smith. Commissioner Arianna M. Del Palazzo and Commissioner Kevin C. Dodson were absent. Staff in attendance included County Manager John Crumpton, Assistant County Manager/Finance Director Lisa Minter, County Attorney Whitney Parrish and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

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

Commissioner Sharpe led a moment of silence and Pledge of Allegiance.

I. ADDITIONAL AGENDA

The Board considered changes and additions to the *Agenda*. With no changes/additions requested, Commissioner Knecht moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried.

II. APPROVAL OF CONSENT AGENDA

The Board considered changes to the *Consent Agenda*. Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Request to accept Association of Food and Drug Officials (AFDO) Retail Program Standards Travel Grant.
- B. Senior Center General Purpose Grant Application FY 2020.
- C. Budget Amendment #10/21/19/05.
- D. Minutes from the October 7, 2019 Regular Meeting.
- E. Services for Market Pay Study.
- F. Minutes from the October 7, 2019 Closed Session Meeting.
- G. Minutes from the September 16, 2019 Closed Session Meeting.

Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried.

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 section of the meeting.

IV. OLD BUSINESS

A. Update and discussion regarding Sports Complex.

The last meeting of the Sports Complex Committee occurred on May 17, 2019. At the time, the committee agreed to hold another meeting in the fall. At the last meeting in May, it was recommended that the market and site analysis be updated to show more current figures for construction. The County solicited estimates through the City and those estimates are around \$50,000. The cost seemed high and staff is not recommending that the plan be updated at this time. Instead, based on the knowledge that the costs in the plan are probably now low given the increase cost of construction since 2015. Based on experience with Parks and Recreation construction, staff believes the numbers should be increased 30 percent for the purpose of educating the public on the cost of the complex. In addition, it should be noted that the facility is not solely a tournament facility. Local teams, especially the Sanford Area Soccer League will use the fields for league play during the year. This means that most tournaments will occur in late Spring/Summer and late November and December. The County would expect local teams to assist with the facility maintenance by paying for field time. The capital cost as shown in the plan, will not be repaid by facility use. These facilities do not make money. Chair Dalrymple stated that this is more of a bond referendum type project to let the voters decide whether this is something they want. With a bond referendum, if adopted, there is a potential for a tax increase. The sports complex was estimated to cost approximately \$25 million and then accounting for inflation, the estimated total is \$30 million. County Manager John Crumpton requested that the Board take time to review the information, ask questions and prepare to provide staff with guidance on how to proceed. Commissioner Reives requested to find out how successful the existing sports complexes mentioned in the study are doing. Commissioner Knecht requested to find out what the Sanford Area Soccer League's needs are. County Manager John Crumpton also stated he could provide a financial impact. The discussion will continue in November. No action was taken.

B. Update and discussion regarding library and classroom facility at Central Carolina Community College.

In order to address space needs issues at the main library located on Hawkins Avenue and accreditation and library needs at the community college, a new library to be located on the campus of Central Carolina Community College is proposed. After previous discussions on this topic. The Community College began discussions with the County, Board of Education, and the College. Within the County, administration and library staff have taken part in two meetings to review drafts of plans for the location and size of the library. The last meeting of the group occurred on July 23, 2019. Two sites are currently under consideration on the campus. The facility would be used by the Lee County Library, CCCC Library and the Lee Early College. Chair Dalrymple stated that the library is a need of the community and with accreditation of the

Community College, this need is going to be an issue. All three phases of the building need to have the ability to be expanded. No action was taken.

C. Resolution requesting that the North Carolina General Assembly adopt legislation allowing conceal carry of firearms in State buildings.

Commissioner Knecht presented a proposed resolution requesting that the General Assembly adopt legislation allowing conceal carry of firearms in certain State buildings. North Carolina General Statute section 14-269.4 prohibits weapons on certain State properties. Commissioner Smith provided proposed amendments to the presented resolution. Commissioner Reives requested that a draft of the proposed resolution requesting legislative modifications be sent to the County's legislative representatives. Commissioner Smith moved to send a draft of the proposed resolution to legislators for consideration. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion carried.

V. NEW BUSINESS

VI. MANAGERS' REPORTS

A. Monthly Financial Report for September 2019.

Assistant County Manager/Finance Director Lisa Minter presented the monthly financial report for September 2019. No action was taken.

B. County Manager's Monthly Report for October 2019.

County Manager Dr. John Crumpton presented his monthly report for October 2019, copy of which is attached to these minutes and by this reference made a part hereof. No action was taken.

VII. COMMISSIONERS' COMMENTS

Commissioner Rieves requested that when an industrial plant locates here and lists the number of jobs, he would like to request that the public be made aware of the different kinds of jobs and the required training.

VIII. CLOSED SESSION

Commissioner Sharpe moved to go into Closed Session per N.C. General Statute § 143-318.11(a)(3) to consult with Counsel regarding the matter of Lee County, North Carolina v. AmerisourceBergen Drug Corporation, in re: National Prescription Opiate Litigation. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple 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 Smith moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously and the meeting adjourned at 7:18 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

DRAFT



ITEM #: II.E

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Additional State Revenue for Family Planning in the amount of \$15,953.

DEPARTMENT: Health

CONTACT PERSON: Heath Cain, Health Department Director

TYPE: Consent Agenda

REQUEST	This is a request to the Board of Commissioners to approve \$15,953 to aid in providing Family Planning Services.
BUDGET IMPACT	\$15,953 increase in Family Planning 2019-2020 approved budget. County match is not required.
ATTACHMENTS	151-2 FY20 Lee.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	The health department respectfully requests the Board of Commissioners to approve the request as presented.
SUMMARY	

FY 19-20 Agreement Addenda Rev. #2 for Activity -151 Family Planning is additional monies awarded from the state to each county because of the Title X funding increase received from the US Department of Health and Human Services, Public Health Service. We are in discussions at this time on what to do with the additional funding.

The Board of Health approved this request 10/16/2019

Division of Public Health

Agreement Addendum

FY 19-20

Lee County Health Department
Local Health Department Legal Name

Women's and Children's Health / Women's Health
DPH Section/Branch Name

151 Family Planning
Activity Number and Description

Joseph Scott, 919-707-5696
joseph.scott@dhhs.nc.gov
DPH Program Contact
(name, telephone number with area code, and email)

06/01/2019 – 05/31/2020
Service Period

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

07/01/2019 – 06/30/2020
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 2

I. Background:

As of October 1, 2019, this Agreement Addendum Revision #2 adds the following paragraph:

On March 26, 2019, the US Department of Health and Human Services, Public Health Service Notice of Award, P.L. 91-572 PHS Act Sec. 1001 as Amended, 42 CFR 59, authorized the awarding of Title X funds to the North Carolina Statewide Family Planning Program for FY 19-20. The Notice of Award stipulated the total award of Title X funding has been increased from the previous fiscal year; thereby increasing the amount of funding available for allocation to local health departments.

II. Purpose:

This Agreement Addendum Revision #2 increases, by approximately 59%, the funding for this Activity as of October 1, 2019 due to the additional Title X funding received from the US Department of Health and Human Services, Public Health Service.

III. Scope of Work and Deliverables:

The Activity 151 Family Planning Agreement Addendum Revision #2 requires further negotiation between the Women's Health Branch (WHB) and the Local Health Department.

The Local Health Department shall complete a detailed budget stating how it will use the additional funds for the service period October 1, 2019 through May 31, 2020 based on locally determined needs and circumstances. (Instructions provided in Attachment E.) **This budget must equal the amount of additional funding allocated to the Local Health Department.**

Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: <u>Sharon Lucas, PHN III</u> Phone number with area code: <u>919-718-4640, ext. 5317</u> Email address: <u>slucas@leecountync.gov</u>
---	---

Signature on this page signifies you have read and accepted all pages of this document.

The information provided by the Local Health Department will be reviewed by the WHB. When the WHB representative and the Local Health Department reach an agreement on the information contained in the detailed budget, the WHB representative will sign the Agreement Addendum Revision #2 to execute it.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

Attachment E

Detailed Budget Instructions and Information

Budget and Justification Form

Applicants must complete the **Open Window Budget Form** for the additional funding received in **FY19-20**. Refer to your initially approved FY 19-20's budget narrative as a reference for completing the budget narrative for this additional funding. Upon completion, the Open Window Budget Form must be emailed to Joseph.Scott@dhhs.nc.gov no later than five business days after this revised Agreement Addendum is signed and returned to DPH. The Open Window Budget Form requires a line item budget and a narrative justification for each line item. This form can be downloaded from the Women's Health Branch website at <https://whb.ncpublichealth.com/provpart/agreement-addenda.htm>.

The Open Window Budget Form consists of 3 tabbed sheets in a Microsoft Excel workbook. These sheets are: Contractor Budget worksheet (sheet 1), Salary and Fringe worksheet (sheet 2) and Subcontractor Budget worksheet (sheet 3). Enter information only in yellow, pink or white shaded cells. The blue shaded fields will automatically calculate for you. Information entered in sheets 2 and 3 will appear in on sheet 1.

Narrative Justification for Expenses

A narrative justification must be included for every expense listed in your detailed budget. Each justification should show how the amount on the line item budget was calculated, clearly justify/explain how the expense relates to the program. The instructions on **How to Fill Out the Open Window Budget Form** are posted on the Women's Health Branch website at <https://whb.ncpublichealth.com/provpart/agreement-addenda.htm>. Below are examples of line item descriptions and sample narrative justifications.

Supplies

Disposable or one-time-use medical supplies are considered supplies. Examples of medical supplies are as follows: intrauterine devices, contraceptive implants, contraceptive pills, and condoms.

Justification Example: 50 Nexplanon's @ \$399.00 each = \$19,950.

Equipment

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

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

Administrative Personnel Fringe Costs

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

Justification Example: P. Johnson, PHN III, 1.0 FTE, Performs the following duties for patients who request Family Planning services: 1) Intake of patient history/reason for appointment; 2) Collect labs for Family Planning Program per nurse standing orders; 3) Provide Family Planning education required components; and 4) Assist medical providers with any further needs within nursing scope of practice.

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

Incentives

Incentives may be provided to program participants in order to ensure the level of commitment that is needed to achieve the expected outcomes of the program. While there is no maximum amount of funding that may be used to provide incentives for program participants, the level of incentives must be appropriate for the level of participation needed to achieve the expected outcomes of the program. Examples of incentives are as follows: gift cards, gas cards/bus passes, and water bottles.

Justification Example: Gift cards for 10 participants @ \$20/card = \$200.

Travel

Mileage and subsistence rates are determined by the State of North Carolina Office of State Budget and Management (OSBM) and the rates are available on the OSBM website at <https://www.osbm.nc.gov/budman5-travel-policies>. The LHD can calculate travel and subsistence rates equal to or below the current state rates.

Current Subsistence Rates—For informational purposes, the OSBM lists the following schedule, effective July 1, 2019:

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast	\$ 8.60	\$ 8.60
Lunch	\$ 11.30	\$ 11.30
Dinner	\$ 19.50	\$ 22.20
Lodging (actual, up to)	<u>\$ 75.10</u>	<u>\$ 88.70</u>
Total	\$ 114.50	\$ 130.80

Justification Example:

Overnight accommodations for Family Planning Nurse Supervisor and 1 PHN II to attend XYZ Training:

2 nights' lodging x \$75.10 = \$150.20;

2 staff's meals x \$70.20 = \$140.40

\$140.40 = (1 breakfast x 2 staff @ \$8.60/person) + (2 lunches x 2 staff @ \$11.30/person) + (2 dinners x 2 staff @ \$19.50/person)

Current Mileage Rates—For informational purposes, the OSBM lists the standard mileage rate set by the Internal Revenue Service as \$0.58 cents per mile, effective January 1, 2019.

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

CFDA #: 93.558 Federal awd date: 10/18/18 Is award R&D? no FAIN: 1901NCTANF Total amount of fed awd: \$ 77,354,979

CFDA name: Temporary Assistance for Needy Families (TANF)	Fed award project description: Temporary Assistance for Needy Families (TANF)	Fed awarding agency: DHHS, Administration for Children and Families	Federal award indirect cost rate: n/a	%
				%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	-1,860	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	RPM	782359004	=	=
Foothills	782359004	1,860	185,787	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	=	=
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Guilford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hoke	091563643	=	=	Wilkes	067439950	=	=
Hyde	832526243	=	=	Wilson	075585695	=	=
Iredell	074504507	=	=	Yadkin	089910624	=	=

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

CFDA #: 93.994 Federal awd date: 7/19/18 Is award R&D? no FAIN: B04MC31506 Total amount of fed awd: \$ 4,325,190

CFDA name: Maternal and Children Health Block Grant	Fed award project description: Maternal and Children Health Block Grant	Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a	%
				%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	=	=	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	-6,596	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	RPM	782359004	=	=
Foothills	782359004	6,596	185,787	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	=	=
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Guilford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hoke	091563643	=	=	Wilkes	067439950	=	=
Hyde	832526243	=	=	Wilson	075585695	=	=
Iredell	074504507	=	=	Yadkin	089910624	=	=

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

CFDA #: 93.217 Federal awd date: 3/26/19 Is award R&D? no FAIN: FPHPA006400 Total amount of fed awd: \$ 7,250,000

CFDA name: Family Planning Services	Fed award project description: North Carolina Family Planning Program	Fed award indirect cost rate: n/a	%
	Fed awarding agency: DHHS, Office of Population Affairs		%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	36,307	138,121	Jackson	019728518	17,020	98,284
Albemarle	130537822	96,794	389,648	Johnston	097599104	28,083	114,956
Alexander	030495105	13,942	61,797	Jones	095116935	10,013	43,707
Anson	847163029	13,743	63,147	Lee	067439703	15,953	73,767
Appalachian	780131541	44,032	163,605	Lenoir	042789748	18,324	106,255
Beaufort	091567776	15,907	78,863	Lincoln	086869336	16,483	58,431
Bladen	084171628	14,685	61,325	Macon	070626825	12,388	48,172
Brunswick	091571349	20,600	94,817	Madison	831052873	11,772	52,258
Buncombe	879203560	70,774	208,735	MTW	087204173	35,601	173,215
Burke	883321205	20,501	97,901	Mecklenburg	074498353	121,428	661,629
Cabarrus	143408289	29,407	116,335	Montgomery	025384603	12,946	46,778
Caldwell	948113402	21,298	96,697	Moore	050988146	18,943	106,975
Carteret	058735804	49,723	146,071	Nash	050425677	25,311	127,269
Caswell	077846053	14,456	57,284	New Hanover	040029563	54,817	151,272
Catawba	083677138	30,365	115,367	Northampton	097594477	12,509	61,860
Chatham	131356607	16,461	68,532	Onslow	172663270	39,810	213,373
Cherokee	130705072	11,834	48,175	Orange	139209659	39,584	148,370
Clay	145058231	9,823	37,144	Pamlico	097600456	10,337	48,263
Cleveland	879924850	26,457	121,367	Pender	100955413	16,063	79,717
Columbus	040040016	16,617	65,211	Person	091563718	=	=
Craven	091564294	29,205	149,165	Pitt	080889694	42,773	176,789
Cumberland	123914376	62,505	322,367	Polk	079067930	-9,813	=
Dare	082358631	12,212	43,558	Randolph	027873132	27,962	146,355
Davidson	077839744	26,718	117,005	Richmond	070621339	14,879	72,678
Davie	076526651	13,200	56,590	Robeson	082367871	34,420	180,770
Duplin	095124798	20,349	92,125	Rockingham	077847143	19,349	102,890
Durham	088564075	90,988	237,359	Rowan	074494014	28,605	149,878
Edgecombe	093125375	20,421	127,542	RPM	782359004	=	=
Foothills	782359004	53,000	185,787	Sampson	825573975	19,196	84,418
Forsyth	105316439	116,708	265,578	Scotland	091564146	14,828	77,994
Franklin	084168632	16,674	64,117	Stanly	131060829	15,633	65,680
Gaston	071062186	46,616	183,242	Stokes	085442705	14,878	75,390
Graham	020952383	9,840	34,889	Surry	077821858	17,259	59,196
Granville-Vance	063347626	30,730	131,702	Swain	146437553	11,521	48,404
Greene	091564591	12,709	60,963	Toe River	113345201	33,111	142,162
Guilford	071563613	143,888	411,107	Transylvania	030494215	12,106	53,575
Halifax	014305957	21,209	123,076	Union	079051637	29,108	123,436
Harnett	091565986	24,016	101,598	Wake	019625961	92,904	403,725
Haywood	070620232	17,001	77,937	Warren	030239953	12,186	58,603
Henderson	085021470	20,022	79,365	Wayne	040036170	30,178	145,163
Hoke	091563643	16,790	69,746	Wilkes	067439950	15,953	74,005
Hyde	832526243	9,640	40,827	Wilson	075585695	23,106	113,683
Iredell	074504507	26,419	125,604	Yadkin	089910624	12,873	48,433

Activity 151	AA	13A1 5161	13A1 5161 T2	13A1 5161 T2	13A1 5735 00	13A1 5735 00	13A1 5735 00	13A1 5735 AP	13A1 5735 AP	13A1 5735 AP	13A1 5735 AP	13A1 5735 AP	13A1 592B FP	13A1 592B FP	13A1 592B FP	13A1 592C FP	13A1 6020 FR	13A1 6020 FR	13A1 6020 FR	Proposed Total	New Total	
Service Period		06/01-05/31	06/01-06/30	07/01-05/31	06/01-05/31	06/01-06/30	07/01-05/31	06/01-05/31	10/01-05/31	02/01-05/31	06/01-06/30	07/01-05/31	06/01-03/31	06/01-06/30	07/01-03/31	04/01-05/31	06/01-05/31	06/01-06/30	07/01-05/31	08/01-06/30		
Payment Period		07/01-06/30	07/01-07/31	08/01-06/30	07/01-06/30	07/01-07/31	08/01-06/30	07/01-06/30	11/01-06/30	03/01-06/30	07/01-07/31	08/01-06/30	07/01-04/30	07/01-07/31	08/01-04/30	05/01-06/30	07/01-06/30	07/01-07/31	08/01-06/30			
01 Alamance	2	0	0	0	0	0	0	0	0	0	0	0	36,307	0	0	0	0	0	0	0	36,307	180,952
01 Albemarle	2	0	0	0	0	0	0	0	0	0	0	0	96,794	0	0	0	0	0	0	0	96,794	558,978
02 Aloxander	2	0	0	0	0	0	0	0	0	0	0	0	13,942	0	0	0	0	0	0	0	13,942	88,995
04 Anson	2	0	0	0	0	0	0	0	0	0	0	0	13,743	0	0	0	0	0	0	0	13,743	95,673
D2 Appalachian	2	0	0	0	0	0	0	0	0	0	0	0	44,032	0	0	0	0	0	0	0	44,032	216,124
07 Beaufort	2	0	0	0	0	0	0	0	0	0	0	0	15,907	0	0	0	0	0	0	0	15,907	121,247
09 Bladen	2	0	0	0	0	0	0	0	0	0	0	0	14,885	0	0	0	0	0	0	0	14,885	84,630
10 Brunswick	2	0	0	0	0	0	0	0	0	0	0	0	20,600	0	0	0	0	0	0	0	20,600	136,402
11 Buncombe	2	0	0	0	0	0	0	0	0	0	0	0	70,774	0	0	0	0	0	0	0	70,774	294,486
12 Burke	2	0	0	0	0	0	0	0	0	0	0	0	20,501	0	0	0	0	0	0	0	20,501	142,977
13 Cabarrus	2	0	0	0	0	0	0	0	0	0	0	0	29,407	0	0	0	0	0	0	0	29,407	150,378
14 Caldwell	2	0	0	0	0	0	0	0	0	0	0	0	21,298	0	0	0	0	0	0	0	21,298	149,021
16 Carteret	2	0	0	0	0	0	0	0	0	0	0	0	49,723	0	0	0	0	0	0	0	49,723	170,082
17 Caswell	2	0	0	0	0	0	0	0	0	0	0	0	14,456	0	0	0	0	0	0	0	14,456	79,711
18 Catawba	2	0	0	0	0	0	0	0	0	0	0	0	30,385	0	0	0	0	0	0	0	30,385	136,722
19 Chatham	2	0	0	0	0	0	0	0	0	0	0	0	16,461	0	0	0	0	0	0	0	16,461	95,463
20 Cherokee	2	0	0	0	0	0	0	0	0	0	0	0	11,834	0	0	0	0	0	0	0	11,834	67,890
22 Clay	2	0	0	0	0	0	0	0	0	0	0	0	9,823	0	0	0	0	0	0	0	9,823	53,893
23 Cleveland	2	0	0	0	0	0	0	0	0	0	0	0	26,457	0	0	0	0	0	0	0	26,457	176,330
24 Columbus	2	0	0	0	0	0	0	0	0	0	0	0	16,617	0	0	0	0	0	0	0	16,617	79,269
25 Craven	2	0	0	0	0	0	0	0	0	0	0	0	29,205	0	0	0	0	0	0	0	29,205	224,050
26 Cumberland	2	0	0	0	0	0	0	0	0	0	0	0	62,505	0	0	0	0	0	0	0	62,505	446,825
28 Dare	2	0	0	0	0	0	0	0	0	0	0	0	12,212	0	0	0	0	0	0	0	12,212	55,772
29 Davidson	2	0	0	0	0	0	0	0	0	0	0	0	26,716	0	0	0	0	0	0	0	26,716	151,098
30 Davie	2	0	0	0	0	0	0	0	0	0	0	0	13,200	0	0	0	0	0	0	0	13,200	82,029
31 Duplin	2	0	0	0	0	0	0	0	0	0	0	0	20,349	0	0	0	0	0	0	0	20,349	123,992
32 Durham	2	0	0	0	0	0	0	0	0	0	0	0	90,988	0	0	0	0	0	0	0	90,988	294,269
33 Edgecombe	2	0	0	0	0	0	0	0	0	0	0	0	20,421	0	0	0	0	0	0	0	20,421	206,709
07 Foothills	2	0	0	1,860	0	0	2,373	0	3,515	4,014	0	4,014	0	0	51,213	1,787	0	0	0	2,265	71,061	260,772
34 Forsyth	2	0	0	0	0	0	0	0	0	0	0	0	116,708	0	0	0	0	0	0	0	116,708	328,772
35 Franklin	2	0	0	0	0	0	0	0	0	0	0	0	16,674	0	0	0	0	0	0	0	16,674	82,688
36 Gaston	2	0	0	0	0	0	0	0	0	0	0	0	46,616	0	0	0	0	0	0	0	46,616	220,064
38 Graham	2	0	0	0	0	0	0	0	0	0	0	0	9,840	0	0	0	0	0	0	0	9,840	45,225
D3 Gran-Vance	2	0	0	0	0	0	0	0	0	0	0	0	30,730	0	0	0	0	0	0	0	30,730	179,713
40 Greene	2	0	0	0	0	0	0	0	0	0	0	0	12,709	0	0	0	0	0	0	0	12,709	93,573
41 Guilford	2	0	0	0	0	0	0	0	0	0	0	0	143,888	0	0	0	0	0	0	0	143,888	586,722
42 Halifax	2	0	0	0	0	0	0	0	0	0	0	0	21,209	0	0	0	0	0	0	0	21,209	195,135
43 Harnett	2	0	0	0	0	0	0	0	0	0	0	0	24,016	0	0	0	0	0	0	0	24,016	129,183
44 Haywood	2	0	0	0	0	0	0	0	0	0	0	0	17,001	0	0	0	0	0	0	0	17,001	122,852
45 Henderson	2	0	0	0	0	0	0	0	0	0	0	0	20,022	0	0	0	0	0	0	0	20,022	101,693
46 Hertford	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
47 Hoke	2	0	0	0	0	0	0	0	0	0	0	0	16,790	0	0	0	0	0	0	0	16,790	89,546
48 Hyde	2	0	0	0	0	0	0	0	0	0	0	0	9,640	0	0	0	0	0	0	0	9,640	63,347
49 Iredell	2	0	0	0	0	0	0	0	0	0	0	0	26,419	0	0	0	0	0	0	0	26,419	170,071
50 Jackson	2	0	0	0	0	0	0	0	0	0	0	0	17,020	0	0	0	0	0	0	0	17,020	164,542
51 Johnston	2	0	0	0	0	0	0	0	0	0	0	0	28,083	0	0	0	0	0	0	0	28,083	147,523
52 Jones	2	0	0	0	0	0	0	0	0	0	0	0	10,013	0	0	0	0	0	0	0	10,013	61,667
53 Lee	2	0	0	0	0	0	0	0	0	0	0	0	15,953	0	0	0	0	0	0	0	15,953	107,023
54 Lenoir	2	0	0	0	0	0	0	0	0	0	0	0	18,324	0	0	0	0	0	0	0	18,324	165,414
55 Lincoln	2	0	0	0	0	0	0	0	0	0	0	0	16,483	0	0	0	0	0	0	0	16,483	68,409



ITEM #: II.F

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Minutes from the October 21, 2019 Special Joint Meeting with the Lee County Planning Board.

DEPARTMENT: Governing Body

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

TYPE: Consent Agenda

REQUEST	Approve Minutes from the October 21, 2019 Special Joint Meeting with the Lee County Planning Board as presented.
BUDGET IMPACT	N/A
ATTACHMENTS	Minutes - 10-21-19 Special Joint Meeting with the Lee County Planning Board.doc
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes as presented.
SUMMARY	

The Lee County Board of Commissioners met jointly with the Lee County Planning Board on Monday, October 21, 2019 for a special session for a presentation and discussion regarding a proposed airport overlay district.



SPECIAL JOINT MEETING OF THE
LEE COUNTY BOARD OF COMMISSIONERS
AND THE
LEE COUNTY PLANNING BOARD
GORDON WICKER ROOM
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

OCTOBER 21, 2019

The Special Joint Meeting of the Lee County Board of Commissioners and the Lee County Planning Board convened at 5:00 P.M. in the Gordon Wicker Conference 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, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Commissioners Arianna Del Palazzo, Kevin C. Dodson, and Dr. Andre Knecht were absent at the time the meeting began. Staff in attendance included County Manager John Crumpton, County Attorney Whitney Parrish and Deputy County Attorney/Clerk to the Board Jennifer Gamble. Commissioner Andre Knecht arrived during the joint meeting.

I. CALL TO ORDER

Chair Dalrymple called the meeting to order.

III. PRESENTATION AND DISCUSSION REGARDING A PROPOSED AIRPORT OVERLAY DISTRICT.

Bob Heuts, Executive Director of the Raleigh Executive Jetport delivered a presentation, along with a consultant, entitled "Protecting the Airport and Our Future." The area around the airport remains largely rural. A master plan has been created to project how the airport may be impacted in the next 20 years. The master plan for the airport is a strategic plan that creates a blueprint for development by planning out the needs of the existing facility. The majority of the properties in the area are zoned residential agriculture while a few are zoned heavy industrial. Residential Agriculture zoning permits development of one unit per acre. The proposal for the overlay district is to limit density development to one unit for every five acres with some exceptions. Following two public meetings that were held over the course of a year, feedback from property owners in the area resulted in a modification to the proposal. The modification allows for up to six lots at one unit per acre or, if they have enough property to create a 30-foot wide easement, it would allow for up to three lots off of the easement. While the overlay district is intended to allow for expansion of the airport, it is also intended to mitigate noise nuisance caused by air traffic impacting surrounding property owners. Planning and Community Development Director Marshall Downey answered questions from both Boards. No action was taken.

IV. ADJOURNMENT

With no further business to come before the Board, Commissioner Sharpe moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried and the meeting adjourned at 6:00 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board



ITEM #: IV.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Adopt Resolution Regarding National Opioid Litigation

DEPARTMENT: Legal

CONTACT PERSON: Whitney Parrish

TYPE: Action Item

REQUEST	Adopt Resolution Regarding National Opioid Litigation
BUDGET IMPACT	N/A
ATTACHMENTS	Resolution Final Negotiation Class.docx
PRIOR BOARD ACTION	April 8, 2019, the Lee County Board of Commissioners filed suit against various distributors and manufacturers of opioids
RECOMMENDATION	Adopt Resolution Regarding National Opioid Litigation
SUMMARY	

On April 8, 2019, the Lee County Board of Commissioners filed suit against various distributors and manufacturers of opioids to join in the national opioid litigation. Once the suit was filed, the case was transferred to the multi-district litigation in the United States District Court for the Northern District of Ohio, under the authority of Federal Judge Polster. As the national team continues to prepare cases for trial, there is also settlement talks with the defendants taking place. The Federal Court has formed a negotiation class under Federal Rules of Civil Procedure 23. Counties and Cities who have filed suit have until November 22, 2019 to “opt-out” of the negotiation class if so chooses. If the plaintiffs stay in the class, any settlement will be binding on the entity if approved by a supermajority of 75% of the voting class members and if approved by the Court. Upon the advice of our national and local counsel, Lee County has decided to stay in the negotiation class. We are now asking the Board to adopt a resolution notating its decision and authorize the Chair to sign the resolution.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
REGARDING THE NATIONAL OPIOID LITIGATION

WHEREAS, the Lee County Board of County Commissioners filed a federal lawsuit on April 8, 2019 to join in the national opioid litigation, joining in the multi-district litigation being handled in the United States District Court for the Northern District of Ohio under Federal Judge Polster; and,

WHEREAS, as of November 4, 2019, the national opioid litigation teams continue to prepare for trials while continuing to discuss settlement options with the defendants in the multi-district litigation; and,

WHEREAS, a negotiation class has been formed in the national opioid litigation, under Federal Rule of Civil Procedure 23, with the goal of recovering money to help fight the opioid epidemic, provide prevention and treatment services going forward and changing the Defendant's practice; and,

WHEREAS, the Court has authorized forty-nine counties and cities to serve as the negotiation class representatives to represent all counties and cities who have filed suit in the multi-district litigation and any settlement negotiated will be binding on all parties who remain in the negotiation class if approved by a supermajority of 75% of the voting class members, and if approved by the court; and,

WHEREAS, Plaintiffs have until November 22, 2019 to "opt-out" of the negotiation class, in which it would not be entitled to any settlement approved by the negotiation class and the Court; and,

WHEREAS, the Lee County Board of County Commissioners believe it to be in their best interests to remain in the negotiation class, allowing a comprehensive settlement to be more practical.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of County Commissioners that it will take no action to opt-out of the settlement class in the multi-district litigation pending in the United States District Court for the Northern District of Ohio.

Dated this the 4th day of November, 2019.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble
Clerk/Deputy County Attorney
Lee County Board of Commissioners



ITEM #: V.A

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS - REGULAR

MEETING DATE: November 4, 2019

SUBJECT: Farm City-Week Proclamation

DEPARTMENT: Cooperative Extension

CONTACT PERSON: Bill Stone

TYPE: Information

REQUEST	4-H youth speaker will be Paulina Romero discussing the importance of Agriculture in our county and the impact it has had on her personally.
BUDGET IMPACT	N/A
ATTACHMENTS	Copy Proclamation 2019.pdf FarmCityWeekFlyer2019.jpg.pdf
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Requesting Board to recognize November 25-29 as Farm-City Week in Lee County and have Board Chair read and sign proclamation.
SUMMARY	

A schedule of Farm- City Week events has also been attached along with a copy of the proclamation. A hard copy will be brought to the meeting for Chairwoman Dalrymple's signature.

STATE OF NORTH CAROLINA

COUNTY OF LEE

CITY OF SANFORD

TOWN OF BROADWAY

2019 FARM-CITY PROCLAMATION

WHEREAS, the American farmers literally help feed and clothe the world by producing a bounty of agricultural products, and

WHEREAS, rich agricultural resources contribute to the health and well being of our country and to the strength of our economy, and

WHEREAS, the growth and development of Lee County and the well-being of all its citizens are dependent upon cooperation and exchange between our rural and urban communities, and

WHEREAS, the hard work and successful cooperation between rural and urban communities will continue to play a vital role in our future, and

WHEREAS, the complexities of individual's environments and the divergence of their activities may lead to a widening gap of misunderstanding; and

WHEREAS, misunderstanding must be eliminated, if our American way of life is to endure; and

WHEREAS, Farm-City Week provides an unparalleled experience for farm and city people to become better acquainted,

NOW, THEREFORE, we do hereby proclaim the period of November 22-28, 2019 to be *Farm-City Week* and call upon citizens in rural and urban areas to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community and nation with an abundance of agricultural products. We do further call upon all citizens of this County, City and Town to participate in the joint visits, seminars, and civic and social events associated with a successful Farm-City Week in Lee County.

Amy Dalrymple, Chairman
Lee County Board of
Commissioners

Chet Mann, Mayor
City of Sanford

Donald Andrews, Mayor
Town of Broadway

Date

Date

Date

FARM-CITY WEEK ACTIVITIES

FCW Proclamation
Broadway Commissioners Meeting
October 28, 2019

FCW Proclamation
Lee County Commissioners Meeting
November 4, 2019

FCW Proclamation
Sanford City Council
November 19, 2019
Municipal Building

4-H Art Contest
Entry Deadline - November 14
November 25, 2019
McSwain Extension Center

4-H & Adult Photography Contest
Entry Deadline - November 14
November 25, 2019
McSwain Extension Center

Pumpkin Carving Event
Gross Farms
October 26, 2019
10:00 am

Lee County Library
Ag. Related Books on Display
November 4-27, 2019

Ladies Luncheon
December 4, 2019
11:45 am
McSwain Extension Center

FARM-CITY WEEK BANQUET

Monday, November 25, 2019
Lee County Farm Bureau Auditorium
McSwain Extension Education and Agriculture Center
Advance Tickets - \$8

Social
5:30 pm
Hosted by ECA

For more information about FCW events,
contact Cooperative Extension at 919-775-5624

Banquet
6:00 pm
Meal provided by
Lemon Springs
Ruritan Club

Events Sponsored

For accommodations for persons with disabilities, contact William C. Stone at 919-775-5624 no later than five business days before the event

