



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

December 19, 2022

MINUTES

Roll Call

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

Absent: Robert Reives

CALL TO ORDER

INVOCATION

Commissioner Taylor Vorbeck provided an invocation and led the Board in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Motion: Motion to approve the Agenda as presented.

Mover: Mark Lovick

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

Absent: 1 - Robert

Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as presented.

Mover: Cameron Sharpe

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

Absent: 1 - Robert Reives

Motion Result: Passed

- II.A Laboratory Corporation of America Holdings (LabCorp) Contract
LabCorp&Lee County dba Lee County Health Department 32706575 2.pdf
Updated Contract.pdf
- II.B November Refund and Release Report
Gen Statute 105.docx
RELEASE CODES SPREADSHEET.xls
November Personal Property Abatement Report.pdf
- II.C Requested rate increase from Duke LifePoint Health for Midwifery Services
Fair Market Value Assessment for Midwife Services Letter.pdf OB services
renewal Lee County.pdf
- II.D Approve Budget Amendment #12/19/22/07
12-19-22-07v2.pdf
- II.E Minutes from the December 5, 2022 Regular Meeting
BOC Regular Meeting Minutes_12-5-22 - JG.docx
- II.F December 5, 2022 Closed Sessions Minutes
- II.G Vehicle Purchase for the Sheriff's Office
Dodge Charger.pdf
- II.H Lee County Courthouse Complex Security Policy
LEE COUNTY JUDICIAL FACILITIES SECURITY GUIDELINES .docx
- II.I EMS/Central Drive Building Generator
EMS Generator Bid Tabulation

III. PUBLIC COMMENTS

- Eric Davidson, 3119 Wild Forest Road, Sanford (strengthen relationship between the Board of Commissioners and Board of Education, and also proposed quarterly meetings of the boards)

IV. PUBLIC HEARINGS

IV.A Public Hearing for the FY 24 Lee County Community Transportation Program Application

Director Debbie Davidson brought the public hearing for the FY 2024 County of Lee Transit System (COLTS) Program to the Board. The Board approved the grant application on May 16, 2022. Services are rendered by the County of Lee Transit System. COLTS offers public transit options, contract, elderly and disabled, medical, employment, recreational, and educational services. The total estimated amount requested for the period July 1, 2023 through June 30, 2024 for Administrative is \$202,982 of Federal and State funds and \$35,820 from the County, which is a 15% local match. The County is up for two 20-foot lift equipped LTVs at a total cost of \$261,144 of Federal and State funds and \$26,114, which is a 10% local match. Chairman Smith opened the public hearing at 6:10pm.

No one spoke in favor or in opposition.

Chairman Smith closed the public hearing at 6:11pm.

FY 2024 Public Hearing Record.doc

Lee County FY 2024 LocalShareCertification.doc

Lee County FY 2024 PublicHearingNotice.doc

Lee County.FY24.Public Hearing Notice Spanish.docx

IV.B Public Hearing for Fourth Spec Building

Sanford Area Growth Alliance CEO Jimmy Randolph asked the Board consider a request to enter into another MOU with the Central Carolina Enterprise Park developers to construct a fourth spec building at the park after seeing success from the first three buildings. The park has resulted in \$400 million dollars in capital investment in the community, and over 500 new jobs after four and a half years of active building. The new shell building would be completed sometime late next year. Chairman Smith asked if there was an increase in cost. Mr. Randolph said the price did increase — the total potential monthly payment for the County would be \$28,381 per month, which is about a 32% increase compared to the previous MOU.

However, the County has yet to need to make any of these payments.

Chairman Smith opened the public hearing at 6:15pm.

Mr. Randolph spoke in favor and encouraged the Board to support the MOU. The City has the MOU on their agenda for tomorrow evening.

Chairman Smith closed the public hearing at 6:16pm.

Notice of hearing 4th Spec Bldg - County.docx

V. OLD BUSINESS

VI. NEW BUSINESS

VI.A Lee County Project 4841-01-21 Library Design Update

Deputy Development Services Director Tradell Adkins introduced the associate principal Jeff Shroeder and principal Victor Vines of Vines Architecture to provide the Board with an update on the new library project. A copy of the presentation is attached and incorporated into these minutes. Option C is recommended by both County staff and Library leadership. Mr. Schroeder believes Option C is the most cost effective and the next step is to get the Cost Estimator involved, which should be the early part of January. The Board gave consensus to move forward with Option C for the new library design.

Chairman Smith wanted to recognize Development Services Director Santiago Giraldo before he leaves the organization at the end of the month.

VI.B FY 2021-2022 Financial Statement Presentation

Assistant County Manager Lisa Minter and Stuart Hill from Thompson, Price, Scott, Adams & Co., PA gave a presentation regarding the County's finances for the fiscal year ended June 30, 2022, a copy of which is attached and incorporated into these minutes.

2022 audit presentation.pptx

VII. MANAGERS' REPORTS

VII.A November 2022 Monthly Financial Report

Finance Director Candace Iceman presented the November 2022 Monthly Financial Report to the Board. The targeted percentage for expenditures at this time is 41.67%. Due to the inclusion of encumbrances, several departments are over the targeted percentage. If encumbrances are excluded, the following departments remain over the targeted percentage: Governing Body, Finance, Strategic Services, IT, Juvenile Detention, Planning and Human Services Nonprofits. The Governing Body, Finance, Strategic Services and IT are over the targeted percentage due to the payment of annual dues, professional services and/or maintenance agreements. Planning and Human Services Nonprofits are over due to the payment of annual/quarterly appropriations. Juvenile Detention is over due to the increased population/stay duration of Lee County juveniles being held in facilities. Sales tax revenues run three months behind and revenues for September 2022 are at 11.4%, the 9% is strictly for Article 39, above sales tax revenues at the same time last fiscal year.

September 2022 Sales Tax report.pdf

November 2022 Monthly Financial report.pdf

VII.B County Manager's Monthly Report for December 2022

County Manager Dr. John Crumpton gave his monthly manager's report to the Board, but first expressed gratitude to the Finance Department for their diligence, as well as acknowledged Lee County Board of Education's Vice Chair Eric Davidson's public comment regarding growth. Dr. Crumpton believes we are ready for the growth and to begin looking into locations of new schools. Attached and incorporated into these minutes is a copy of Dr. Crumpton's report.

County_Managers_Monthly_Report_December_19_2022.docx

Permits_MONTHLY REPORT NOVEMBER 2022.pdf

Commercial Building Permit Trend Report - 220930 Edition.pdf

Residential Building Permit Trend Report - 220930 Edition.pdf
Tax_Monthly Managers Report November 2022.docx
December TRC Agenda [12.06.22].pdf
Lee EMS Reporting Data 2022.xlsx
EMS_FH_202110_202209.pdf
EMS_CCH_202010_202109.pdf

VII.C January 2022 Regular Meeting Schedule Discussion

Chairman Smith asked the Board to decide to move the first meeting in January to the 9th as the only regular meeting in January.

Motion: Move the first meeting in January to the 9th as the only planned regular meeting in January and tentatively recognizing January 23rd as a date for a secondary meeting if needed.

Mover: Cameron Sharpe

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

Absent: 1 - Robert Reives

Motion Result: Passed

VIII. COMMISSIONERS' COMMENTS

Commissioner Mark Lovick asked that the Dream Center be added to the next meeting's agenda.

ADJOURN


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

Mover: Dr. Andre Knecht

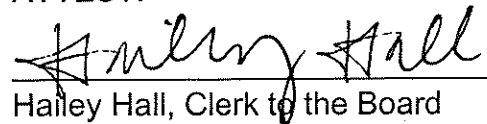
For: 6 - Taylor Vorbeck, Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Absent: 1 - Robert Reives

Motion Result: Passed


Kirk Smith, Chair Dr. Andre Knecht, vice-Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board



LABORATORY SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of November, 2022, by and between Lee County dba Lee County Health Department, ("CLIENT") and Laboratory Corporation of America Holdings ("LABORATORY").

WHEREAS, LABORATORY is engaged in the business of providing reference clinical laboratory services (the "Services"); and

WHEREAS, CLIENT desires to contract with LABORATORY to provide reference clinical laboratory services for CLIENT, and LABORATORY desires to provide the Services described herein.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the Initial Term or any Renewal Term, unless previously terminated by either party.

This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party thirty (30) days prior written notice to the address set forth in Section 10.

2. TESTING SERVICES

LABORATORY agrees to perform such Services for CLIENT as may be requested by CLIENT, if available, during the term of this Agreement. The Services shall include those tests listed in LABORATORY's current Directory of Services, as the same may be modified from time to time by LABORATORY and such additional services as the parties may agree to in writing.

The service area under this Agreement shall be the state of North Carolina ("Service Area").

3. ADDITIONAL SERVICES

A. SPECIMEN PICK UP AND REPORT DELIVERY

LABORATORY will provide a reference specimen pick up and report delivery service to CLIENT on a daily basis Monday through Friday of each week, except on holidays. For the purposes of this Agreement, holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. LABORATORY shall make reasonable efforts to deliver or transmit results of a routine nature (general routine chemistries) to CLIENT within 24 hours of the time the specimen is received by LABORATORY's testing facility. LABORATORY shall make reasonable efforts to deliver or transmit results of tests performed on specimens of a special nature (special chemistries, tissues, etc.) to CLIENT within the times set forth in LABORATORY's then current turn-around-time schedule. LABORATORY shall report panic or critical values performed at LABORATORY facilities in a manner consistent with LABORATORY's standard policies and procedures.

B. SUPPLIES

LABORATORY will provide, as part of its charges for the Services, such items, devices or supplies that are used solely to collect, transport, process or store specimens to be submitted to LABORATORY for testing.

C. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY's procedures and to provide the status of test results.

4. FEES

CLIENT agrees to pay, to the extent responsible for payment, for the Services provided under this Agreement the fees set forth in Exhibit A. For services sent to another reference laboratory for testing, CLIENT shall pay the greater of (a) the fees listed in Exhibit A and (b) the charges to LABORATORY for reference testing performed by the laboratory not owned by or affiliated with LABORATORY. After the Initial Term of this Agreement, CLIENT and LABORATORY agree that fees shall either increase on the renewal date hereof or with LABORATORY's general annual fee increase of which CLIENT shall receive thirty (30) days written notice. CLIENT and LABORATORY acknowledge and agree that fees shall not be adjusted more frequently than once a year.

Notwithstanding the foregoing, CLIENT acknowledges that LABORATORY may develop and/or provide new technologies and/or new methodologies during the term of this Agreement. LABORATORY shall notify CLIENT when such technologies and/or methodologies are available and the fee associated with such technologies and/or methodologies. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that establish or change a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. If the parties cannot reach agreement, LABORATORY shall have the right to terminate this Agreement by giving thirty (30) days written notice to CLIENT.

5. BILLING

CLIENT shall indicate the entity responsible for payment of Services rendered on the requisition submitted to LABORATORY.

If CLIENT indicates that CLIENT is responsible for payment, LABORATORY will submit to CLIENT a monthly itemized statement of Services rendered to CLIENT by LABORATORY for the prior month. Payment for Services is due thirty (30) days after the date of invoice. Failure to remit payment within said time may result, among other remedies available to LABORATORY, in the loss or reduction of CLIENT's discount and/or special prices on future Services or discontinuation of Service. If, as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall become the Fees payable by CLIENT. LABORATORY may, at its option, reinstate any discount and/or special prices after CLIENT brings its balance current. Nothing in the foregoing shall waive any rights or remedies available to LABORATORY with respect to late payment by CLIENT. If LABORATORY is compelled to bring suit to collect amounts due hereunder, it shall be entitled to recover interest on amounts due, reasonable attorneys' fees and costs incurred in connection with the action.

CLIENT is solely responsible for ensuring that it is in compliance with all federal, state and local laws, rules and regulations applicable to billing, specifically including but not limited to any state-specific restrictions on the mark-up and/or disclosure of laboratory services and direct billing requirements for laboratory testing.

If CLIENT indicates that a third party is responsible for payment, LABORATORY, in accordance with legal and regulatory requirements, agrees to bill the patient or other responsible party, including Medicare, Medicaid and insurance companies, for Services performed under this Agreement. CLIENT agrees to promptly provide LABORATORY with all necessary information to accomplish the billing and collection of amounts due, including required diagnosis information. If LABORATORY is unable to obtain payment from any third party due to CLIENT's failure to provide the information required by this Agreement, or as a result of CLIENT's failure to follow applicable rules or regulations, CLIENT agrees to pay LABORATORY for all such Services.

6. ACCREDITATION OF TESTING SITES

The Services performed hereunder shall be performed at testing facilities to be selected by LABORATORY. LABORATORY's facilities are and shall remain duly licensed clinical laboratories under applicable federal, state and local law. Reasonable documentation of such credentials shall be provided upon written request.

7. PREVENTION OF FRAUD, WASTE AND ABUSE

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False

Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.

8. CHANGE IN LAW OR REGULATION

Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.

9. NON-ASSIGNABILITY

This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

10. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Laboratory Corporation of America Holdings
430 South Spring Street
Burlington, North Carolina 27215
Attention: Contracts Administrator

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and to CLIENT at:

Lee County Health Department
106 Hillcrest Drive
Sanford, NC 27330
Attention: Tonia Johnson

11. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between CLIENT and LABORATORY other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

12. FORCE MAJEURE

Neither LABORATORY nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations or laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment ("PPE")), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a "Force Majeure Event"). If a party's non-performance under this section extends for fourteen (14)

days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

13. WARRANTY

- A. CLIENT WARRANTS TO LABORATORY THAT NEITHER CLIENT NOR ANY OF ITS EMPLOYEES OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID, TRICARE OR ANY OTHER FEDERAL OR STATE GOVERNMENT PROGRAM.
- B. LABORATORY WARRANTS TO CLIENT THAT NEITHER LABORATORY NOR ANY OF ITS EMPLOYEES OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID, TRICARE OR ANY OTHER FEDERAL OR STATE GOVERNMENT PROGRAM.
- C. LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.
- D. NO OTHER WARRANTIES ARE MADE BY LABORATORY.
- E. IN NO EVENT SHALL LABORATORY BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF CLIENT OR OF ANY THIRD PARTY.

14. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

15. NONDISCRIMINATION

All Services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, veteran status or any other protected class.

16. HEADINGS

The headings in this Agreement are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

17. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any term or provisions of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Agreement shall be interpreted as though the severed provision had not existed.

18. WAIVER

No course of dealing between the parties or any delay on the part of either party in exercising any rights they may have under this Agreement shall operate as a waiver of any of the rights of the other party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

19. ACCESS TO BOOKS AND RECORDS

If the Services to be provided by LABORATORY hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of four (4) years make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of LABORATORY that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized

representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, LABORATORY shall allow CLIENT reasonable access to LABORATORY records concerning the Services provided hereunder. CLIENT warrants and represents that it has obtained any necessary written consent from CLIENT patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

20. USE OF NAME

Neither party shall use the other's name, trademark, logos, or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that party's advance written consent. Any unauthorized use under this Section shall be considered a material breach of this Agreement.

21. MODIFICATION

This Agreement may only be modified in a writing signed by authorized representatives of each party.

22. ENTIRE AGREEMENT

If is further agreed, that this Agreement constitutes the entire understanding concerning specimen collection services between all parties hereto, and supersedes and terminate the agreement between the parties dated 15th day of October, 2015. No additions, modifications, or amendments of this agreement shall be valid binding unless addressed in writing and signed by parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LABORATORY:

Laboratory Corporation of America Holdings

By: _____

Print Name: Kimberly Coker, _____

Date: _____

CLIENT:

Lee County dba Lee County Health Department

By: _____

Print Name: William H. Cain, Health Director _____

Date: _____

EXHIBIT A

FEES

Test #	Test Name	Test Price
000455	Thyroid Panel	\$6.86
000620	Thyroid Panel With TSH	\$11.13
000810	Vitamin B12 and Folate	\$28.91
001016	Calcium	\$2.81
001032	Glucose	\$2.81
001040	BUN	\$2.81
001057	Uric Acid	\$2.81
001149	Thyroxine (T4)	\$3.74
001156	T3 Uptake	\$3.12
001172	Triglycerides	\$2.81
001321	Iron and TIBC	\$6.14
001396	Amylase	\$8.01
001453	Hemoglobin A1c	\$10.92
001818	Glucose, Plasma	\$2.81
002014	Folate (Folic Acid), Serum	\$9.67
002139	CEA	\$21.22
002188	Triiodothyronine (T3)	\$4.89
003368	Protein Electro, 24-Hour Urine	\$80.70
004259	TSH	\$4.26
004416	hCG,Beta Subunit, Qnt	\$30.26
004465	Prolactin	\$15.18
004515	Estradiol	\$24.13
004556	hCG,Beta Subunit,Qual	\$8.94
005009	CBC With Differential/Platelet	\$3.74
005199	Prothrombin Time (PT)	\$4.26
005215	Sedimentation Rate-Westergren	\$4.89
005280	Reticulocyte Count	\$4.26
006072	RPR	\$6.14
006099	RPR	\$6.14
006189	Mononucleosis Test, Qual	\$9.15
006395	Hep B Surface Ab	\$14.56
006530	Hepatitis B Surf Ab Quant	\$14.56
006718	Hep B Core Ab, Tot	\$18.20
007260	Valproic Acid (Depakote)(R),S	\$15.39
007336	Theophylline, Serum	\$14.56
007385	Digoxin, Serum	\$12.79
007401	Phenytoin (Dilantin), Serum	\$13.42

007419	Carbamazepine(Tegretol),S	\$16.95
007708	Lithium (Eskalith(R)), Serum	\$10.92
007823	Phenobarbital, Serum	\$13.42
008649	Aerobic Bacterial Culture	\$18.20
008847	Urine Culture, Routine	\$11.54
010322	Prostate-Specific Ag	\$14.56
010389	Triiodothyronine (T3), Free	\$7.28
010801	AFP, Serum, Open Spina Bifida	\$15.25
016881	Hep B Core Ab, IgM	\$18.20
017319	AFP Tetra	\$40.00
028480	FSH and LH	\$31.41
058495	Measles/Mumps/Rubella Immunity	\$51.69
074666	074666 9 Drug-Scr	\$20.59
083940	HIV 1/2 Ab Differentiation	\$71.03
083955	Panel 083955	\$71.03
083962	HIV-1/HIV-2 Qualitative RNA	\$103.90
083964	HIV-1/HIV-2 Qualitative RNA	\$103.90
083966	HIV-1/HIV-2 Qualitative RNA	\$103.90
096206	Varicella-Zoster V Ab, IgG	\$28.76
096776	Varicella-Zoster Ab, IgM	\$37.44
123034	Immunofixation, Urine	\$102.54
139825	HIV-1/HIV-2 Qualitative RNA	\$103.90
139900	SARS-CoV-2, NAA	\$51.31
139945	COVID-19 NAA, Saliva	\$51.31
140450	HCG Tumor Marker	\$29.10
140659	HCV Antibody	\$18.20
144000	Acute Hepatitis	\$54.29
144045	HCV Antibody reflex to NAA	\$17.26
144050	HCV Antibody RFX to Quant PCR	\$17.26
144127	HCV Antibody Cascade(PCR/Geno)	\$17.26
160325	Lyme, Total Ab Test/Reflex	\$26.62
160457	Lyme, Line Blot, CSF	\$90.38
162289	H. pylori, IgG Abs	\$15.81
163006	HSV-2 IgG Supplemental Test	\$57.00
163600	Lyme, Line Blot, Serum	\$70.20
163601	Lyme, Line Blot, Serum	\$66.81
164855	Antinuclear Antibodies Direct	\$12.58
164863	ANA w/Reflex if Positive	\$12.58
164922	HSV 1 and 2-Spec Ab, IgG w/Rfx	\$105.80
164947	Antinuclear Antibodies, IFA	\$12.58
165590	Connective Tissue Disease-Casc	\$12.10

180764	H. pylori Stool Ag, EIA	\$61.00
180803	Aerobic Cult, Extended Incub	\$18.20
180836	H pylori Breath Test	\$90.00
183160	Ct, Ng, Trich vag by NAA	\$72.80
183194	Chlamydia/GC Amplification	\$38.27
183198	Ct/Ng NAA rfx Tv NAA	\$36.40
183200	Trich vag by NAA	\$36.40
183616	Chlamydia/GC NAA, Confirmation	\$36.40
188052	Trich vag by NAA	\$38.27
188056	HSV NAA	\$87.36
188086	Neisseria gonorrhoeae, NAA	\$19.14
188730	GC NAA, Rectal	\$18.20
188748	GC NAA, Pharyngeal	\$18.20
192005	Pap Lb (Liquid-based)	\$20.80
193000	Pap IG (Image Guided)	\$21.84
196110	IGP,CtNg,rfxcobasHPV16/18ASCU	\$60.27
196190	IGP, cobasHPV16/18	\$131.04
196210	IGP, cobasHPV16/18	\$131.04
196230	IGP,CtNg,rfxcobasHPV16/18ASCU	\$60.27
197676	Pap IG, Ct	\$40.98
198300	Pap IG, HSV 1/2 NAA	\$109.20
198310	Pap IG, Ct-Ng HSV 1/2 NAA	\$147.47
198315	Pap IG, Ct-Ng TV HSV 1/2 NAA	\$185.74
199305	IGP, Aptima HPV, rfx 16/18,45	\$60.11
199320	IGP, CtNg, rfx Aptima HPV ASCU	\$60.27
199330	IGP, Aptima HPV	\$60.11
199340	IGP,rfx Apt HPV ASCU,16/18,45	\$21.84
235010	Lipid Panel With LDL/HDL Ratio	\$7.28
235945	Varicella Zoster Abs, IgG/IgM	\$67.50
303754	Electrolyte Panel	\$3.74
322000	Comp. Metabolic Panel (14)	\$4.89
322744	Hepatitis Panel (4)	\$54.29
322755	Hepatic Function Panel (7)	\$4.06
322758	Basic Metabolic Panel (8)	\$4.16
322777	Renal Panel (10)	\$4.47
450010	SMN1 Copy Number Analysis	\$225.00
450020	Cystic Fibrosis Mutation 97	\$130.00
451920	Inheritest-Ashkenazi Jewish	\$319.00
451927	MaterniT21 PLUS Core	\$299.00
451931	MaterniT21 PLUS Core+ESS	\$299.00
451934	MaterniT21 PLUS Core+SCA	\$299.00
451937	MaterniT21 PLUS Core+ESS+SCA	\$299.00

451950	Inheritest Comprehensive	\$319.00
451951	MaterniT21 PLUS Core NO Gender	\$299.00
451960	Inheritest Society Guided	\$319.00
452112	MT21 PLUS Core+SCA, NO Gender	\$299.00
452136	MT21 PLUS Core+ESS, NO Gender	\$299.00
480533	Cystic Fibrosis Profile	\$120.00
507385	HPV, cobas high-risk/16/18	\$109.20
507405	HPV, low volume rfx	\$38.27
507800	HPV Aptima	\$38.27
507805	HPV, Aptima High 16/18,45	\$38.27
507810	HPV Genotypes 16/18,45	\$70.93
507900	HPV E6/E7 QuantaSURE	\$163.80
508005	cobas HPV, Rectal	\$109.20
708392	Drug Abuse, DOT-Bund	\$21.94
799452	799452 5 Drug-Bund	\$22.15
881411	Physician Read Pap	\$10.40
883051	88305 Surg Path-1st Site	\$98.28
883052	88305 Surg Path-2nd Site	\$98.28
883053	88305 Surg Path-3rd Site	\$98.28
883054	88305 Surg Path-4th Site	\$98.28
883055	88305 Surg Path-5th Site	\$98.28
883056	88305 Surg Path-6th Site	\$98.28
883057	88305 Surg Path-7th Site	\$98.28
883058	88305 Surg Path-8th Site	\$98.28
883059	88305 Surg Path-9th Site	\$98.28
883071	88307 Surgical Pathology	\$131.04
883072	88307 Surgical Pathology	\$131.04
883073	88307 Surgical Pathology	\$131.04
883074	88307 Surgical Pathology	\$131.04
883075	88307 Surgical Pathology	\$131.04
883076	88307 Surgical Pathology	\$131.04
883077	88307 Surgical Pathology	\$131.04
883078	88307 Surgical Pathology	\$131.04
977709	CBC/Diff Ambiguous Default	\$3.74
998900	SARS-CoV-2, NAA 2 DAY TAT	\$0.00

For the Services ordered by CLIENT and performed by LABORATORY that are not set forth above, CLIENT agrees to pay the fees set forth in LABORATORY's current Professional Fee Schedule, as modified from time to time by LABORATORY, less a 42.0 discount on all discountable items. LABORATORY reserves the right to add any Service to the non-discountable list.

FOURTH AMENDMENT TO MATERNITY SERVICE CONTRACT

This Fourth Amendment to Maternity Service Contract (the "Amendment"), is made effective as of the 1st day of January, 2023 (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC d/b/a Carolina Women's Health Center, P.A. ("CWHC") and Lee County Health Department ("LCHD").

WHEREAS, CWHC and LCHD entered into that certain Maternity Service Contract effective as of July 1, 2019, as amended by the First Amendment to Maternity Service Contract effective as of July 1, 2020, as amended by the Second Amendment to Maternity Service Contract effective as of July 1, 2021 and as amended by the Third Amendment to Maternity Service Contract effective as of July 1, 2022 (collectively referred to as the "Agreement"); and

WHEREAS, any capitalized term used, but not otherwise defined, herein shall have the same meaning ascribed to such term as set forth in the Agreement; and

WHEREAS, CWHC and LCHD have mutually agreed to amend the compensation terms and extend the Term of the Agreement, as more particularly set forth herein.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **Term of Agreement.** The Term of the Agreement is hereby extended for an additional six (6) months and thus now continues through June 30, 2023.
2. Section II.D of the Agreement shall be deleted in its entirety and replaced with the following:
 - D. LCHD will reimburse CWHC \$64.00 per hour of CNM clinic services up to 10 hours a week during the contract period.
3. **Miscellaneous.** Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect, except as otherwise amended in writing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CWHC and LCHD have duly executed this Amendment with an Effective Date as set forth above.

CWHC:
DLP Central Carolina Medical Group, LLC d/b/a Carolina Women's Health Center, P.A.

Pamela Kane

Date

LCHD:
Lee County Health Department

By: _____

Printed Name: _____

Title: _____

Date: _____

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 12/19/22/07
 DATE: DECEMBER 19, 2022

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-35090	GIFTS	26	2,500	2,526
TOTAL CHANGES				2,500	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-5108-43320	MAINTENANCE-BUILDINGS	2,325	2,500	4,825
TOTAL CHANGES				2,500	


 KIRK SMITH, CHAIR


 HAILEY HALL, CLERK TO THE BOARD



LEE COUNTY JUDICIAL FACILITIES SECURITY POLICY

GOAL: To provide a safe and secure working environment for all persons visiting or working in the County Judicial facilities.

JURISDICTION: The Lee County Sheriff's Department will provide primary protection and security at the County Judicial facilities but may allow assistance by other law enforcement providers if necessary.

EFFECTIVE DATE: These provisions shall begin on January 1, 2023.

COUNTY JUDICIAL FACILITY RULES

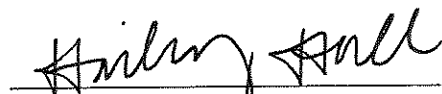
1. All persons must enter and exit through the front door of the main Courthouse. An exception to entry and exit at the front door may be given on an as-needed basis upon the express authority and supervision granted by the Sheriff, Clerk of Court, Chief District Court Judge or Superior Court Judge. All other doors are emergency exits only.
2. All persons, unless otherwise cleared through the exception above, must be cleared through the security station, including the walk-through metal detector and X-ray belt machine. All hand carried items must be processed through the X-ray belt machine.
3. No weapons of any kind, including small jackknives, scissors, key ring knives or any object that can be used as a weapon, are allowed in the Judicial facilities. This prohibition applies to all persons, even those with a valid General Concealed Weapons permit, unless expressly allowed by Chapter 14 of the N.C. General Statutes.
4. Law enforcement officers are permitted to carry their weapons only if required by law and only if they are on active duty. Upon request, any law enforcement officer may be required to provide valid identification.
5. Telephones, tablets, computers or other electronic devices are strictly prohibited in the Judicial Facilities. Courthouse personnel and attorneys are exempt from this provision as required by their employment.
6. All persons working in the Judicial Facilities or whose employment requires them to frequent the courthouse must have an identification badge for access to areas beyond that given to the general public.
7. Children under 13 are not allowed in the courtrooms unless they are involved in juvenile court or have been subpoenaed or are court ordered.
8. All persons should dress in appropriate and non-exposing attire and may be removed from the courtroom by a Judge for inappropriate dress including hats/caps, halter-tops or tank tops, cut-off jeans, shorts, or clothing with offensive wording.
9. Parking in Lot A is reserved for courthouse personnel, Judges and County Emergency vehicles and shall be accessible only by decal access authority.

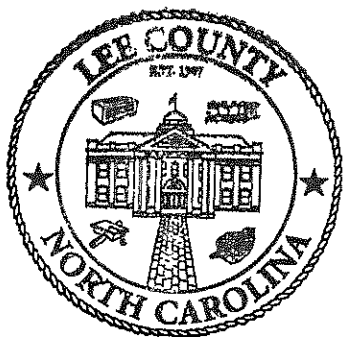
IDENTIFICATION BADGES: Any person seeking access to secure areas beyond the public judicial facilities areas shall apply for a photo identification and access badge which will be issued by the Lee County Human Resources Department. This badge provides and limits access to secure areas based upon job description. Access badges will provide limited access to non-public areas based on qualification by position in one of the following categories: Lawyers, Probation, Magistrate, Sheriff's Deputies, Judges, Clerks, District Attorneys, Administrator-Legal Department, DSS-Legal, Register of Deeds and Court Reporter. Non-access badges may be requested following the same procedure for identification of frequent visitors and persons providing support services to those categories of courthouse personnel that qualify for access badges. Those issued a non-access badge will need to be escorted by authorized access individuals while accessing non-public areas in the courthouse. All badges shall identify the individual's name, position/title, and firm/organization. Any person seeking additional access beyond their position category must receive express written authorization from the Resident Superior Court Judge. Any person issued a badge who no longer requires access to judicial facilities for employment purposes must immediately notify and return their badge to the Lee County Human Resources Department.

Adopted by the Lee County Board of Commissioners, this the 19th day of December, 2022.


Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board



Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: County of Lee

DATE: December 19, 2022

PLACE: Dennis A Wicker Civic Center

TIME: 6:00 pm

How many BOARD MEMBERS attended the public hearing? 7

How many members of the PUBLIC attended the public hearing? 30

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) County of Lee do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: 1/9/2023

Hailey Hall

Signature or Clerk to the Board

Hailey Hall

Printed Name and Title

12/30/2022

Date



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 12/19/22/07
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Health	1100-3510-35090	GIFTS	26	2,500	2,526
Fund Balance	1100-3990-39900	Fund Balance Appropriated	5,968,921	3,558	5,972,479
TOTAL CHANGES				<u>6,058</u>	

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DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-5108-43320	MAINTENANCE-BUILDINGS	2,325	2,500	4,825
Register of Deeds	1100-4180-43960	Contracted Services	41,000	3,558	44,558
TOTAL CHANGES				<u>6,058</u>	



Andre Knecht
 KIRK SMITH, CHAIR
 Dr. Andre Knecht, vice-chair

Hailey Hall
 HAILEY HALL, CLERK TO THE BOARD

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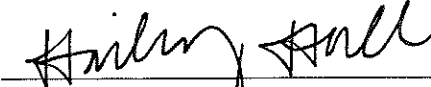
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Adopted by the Lee County Board of Commissioners, this the 19th day of December, 2022.


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Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board



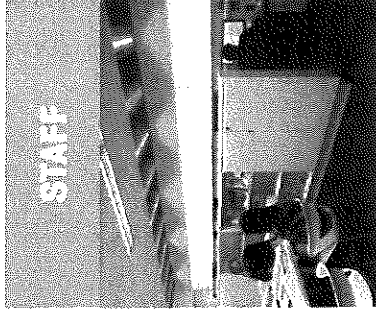
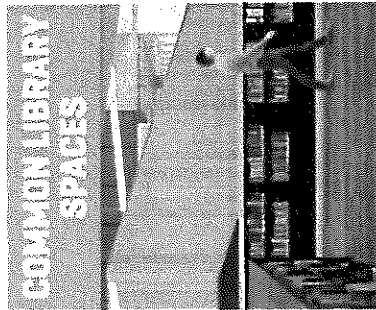
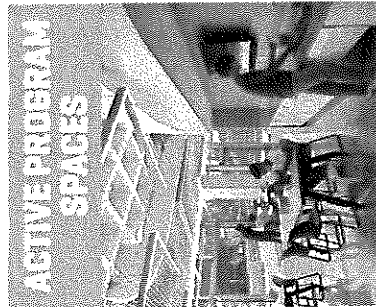
LEE COUNTY LIBRARY PROJECT UPDATE

12.19.2022



VINES ARCHITECTURE

LIBRARY PROGRAM - 33,322 SF



- Makerspace
- Community 'Pop-up' Space
- AV Program Room with Greenscreen
- Public Gallery Space
- Coworking Area

- Collections Shelving for 100,000 Volumes
- Table and Lounge Seating
- Dedicated Computers for All Ages
- Local History Collection
- After Hours Pick-up Lockers

- Large Multipurpose Space (+/- 200 seats) with Stage for Library and County Usage
- Small Multipurpose Room
- Meeting Rooms
 - 20 people [1]
 - 12 People [2]
 - 4 person [5]

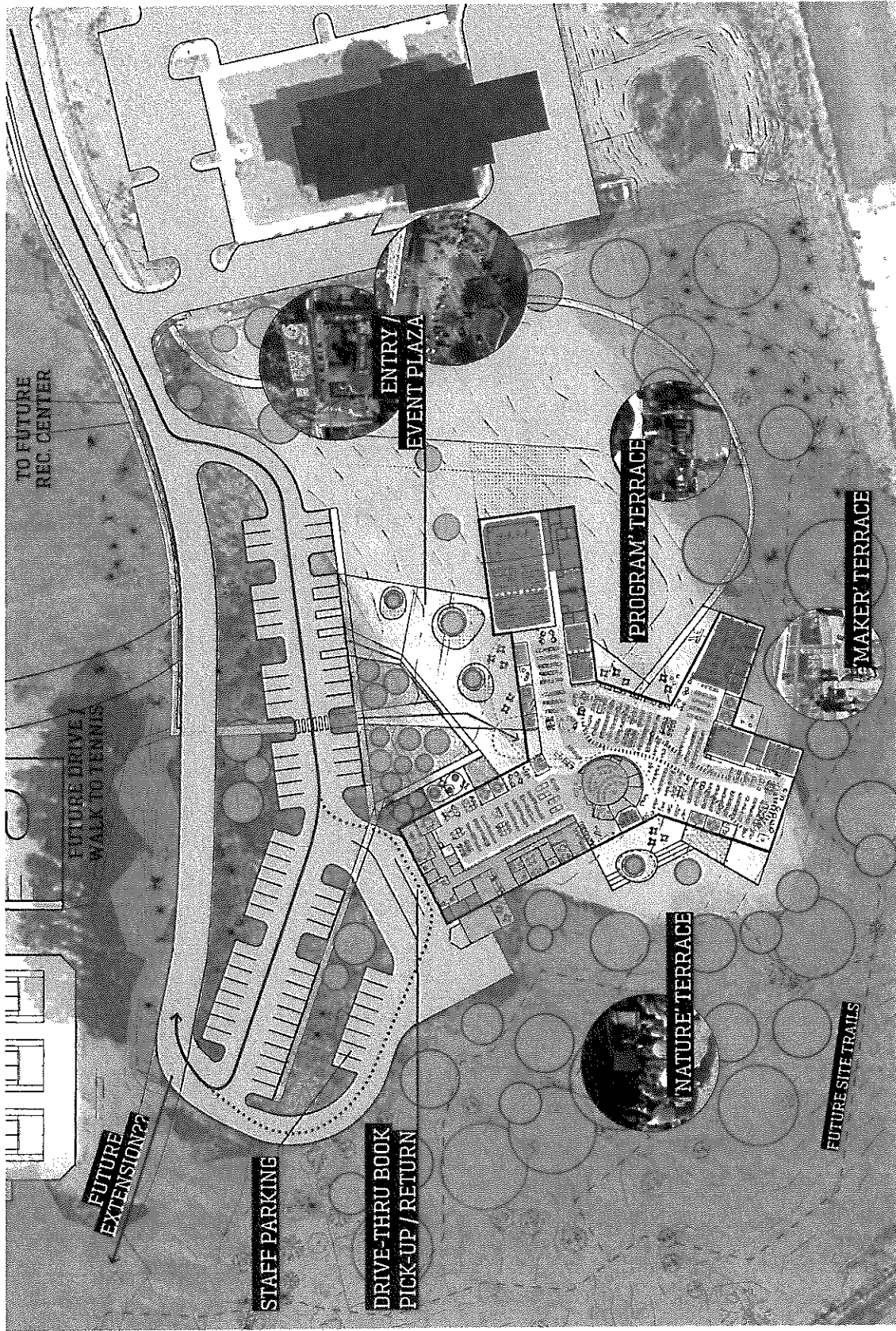
- Table and Lounge Seating
- Children's and Family Computers
- Program Room [80 seats]
- Sensory Room
- Play Area
- Stroller Parking

- Dedicated Teen Space
- Gaming Area
- Various Teen Seating
- Quiet / Group Study Room
- Computers

- Self-Checkout Stations
- Drive-up Book Return & Checkout
- Staff Workstations, Workroom and Program Prep Areas
- Staff Breakroom
- Program and Supply Storage

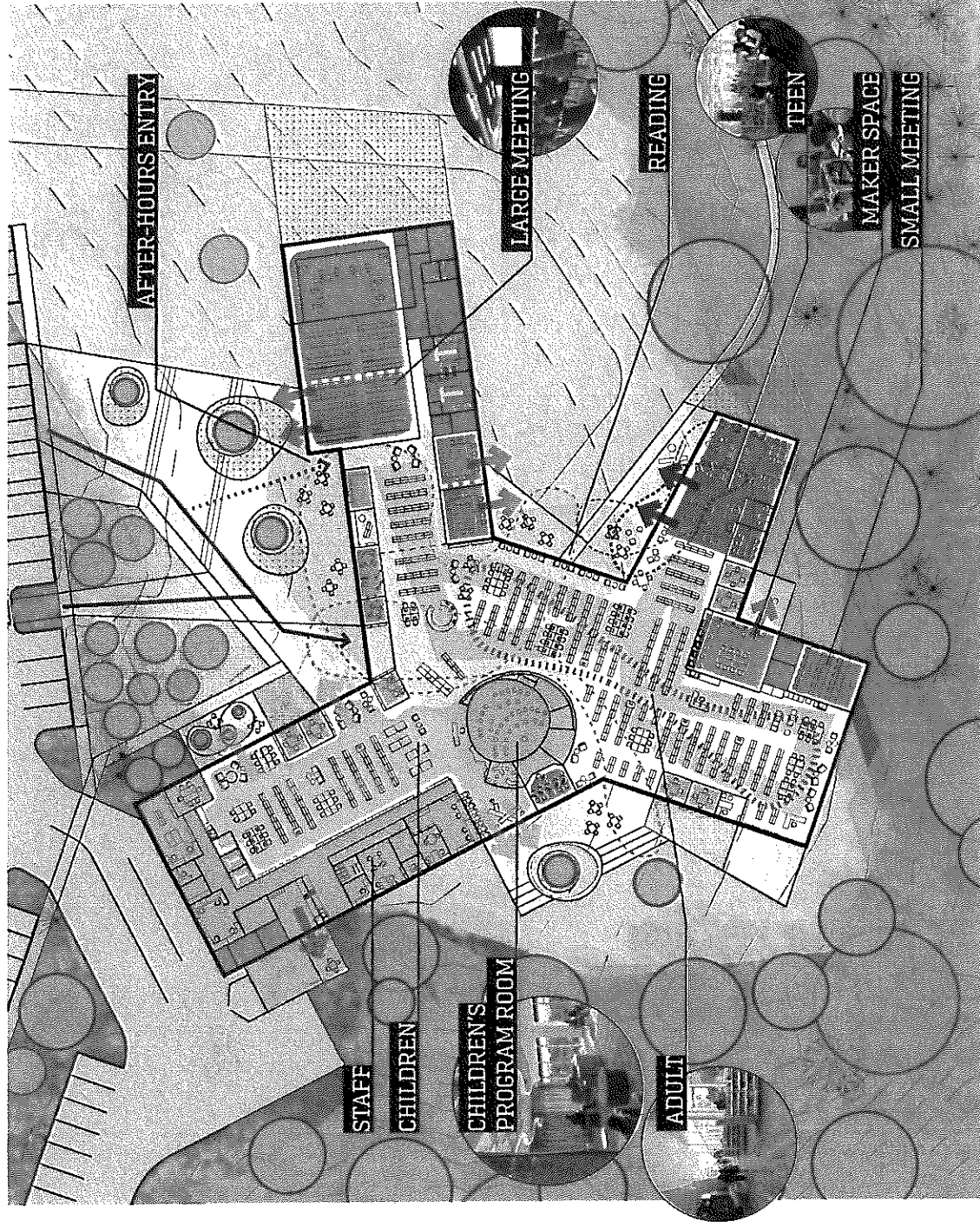
SITE

The Library project is envisioned as a key element within the park; a destination facility for the community and setting the stage for connections to other recently completed and planned park amenities.

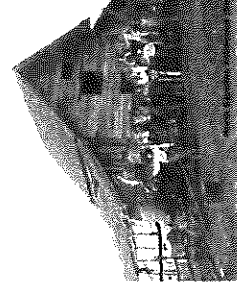
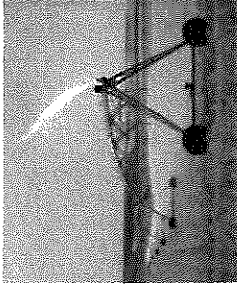
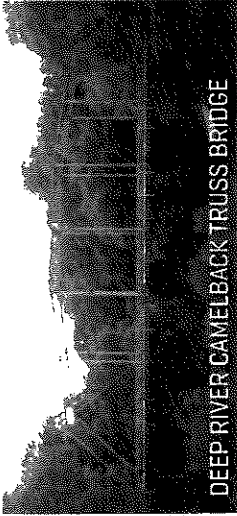
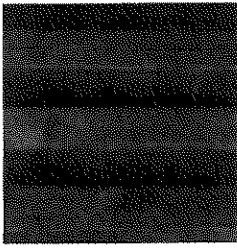
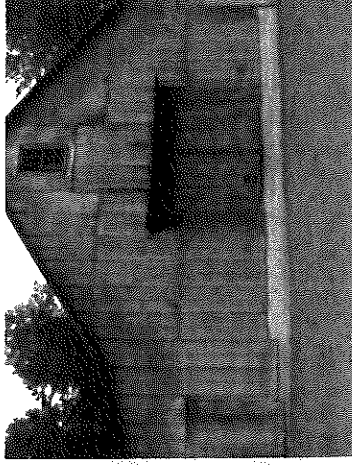
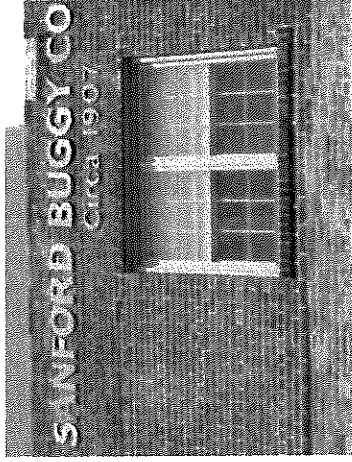
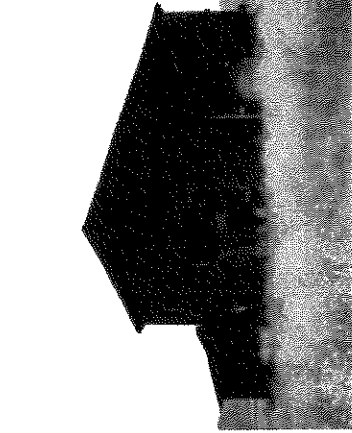
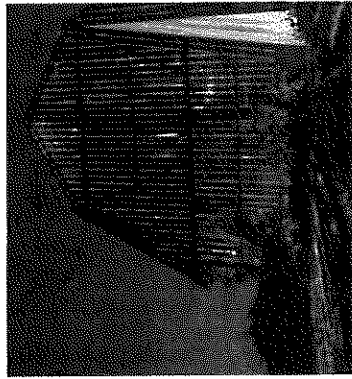


FLOOR PLAN

- 33,322 sf Library
- Contains all program elements
- Subdivisible Large Multipurpose Room with after-hours access
- Defined Children's and Teen Areas with outdoor spaces



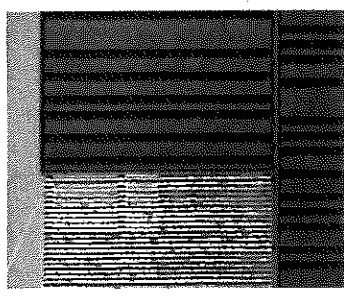
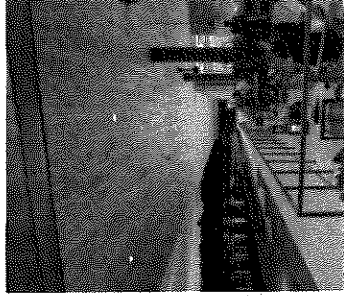
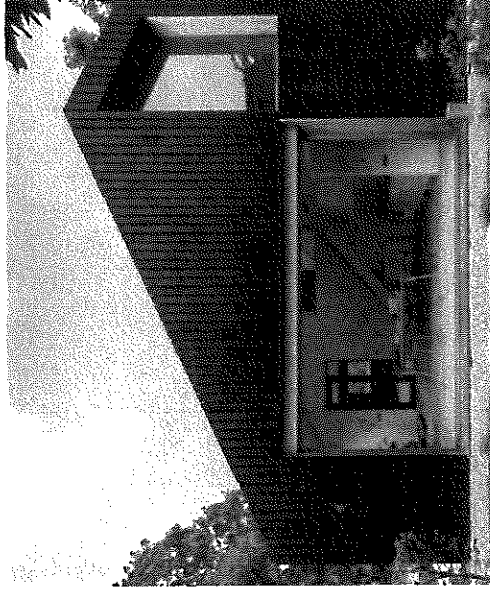
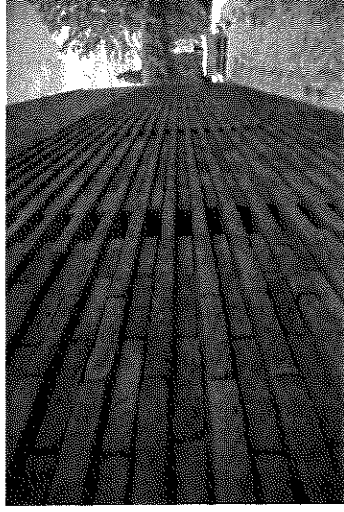
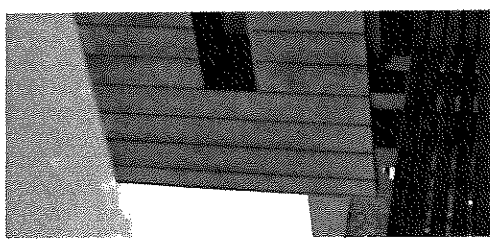
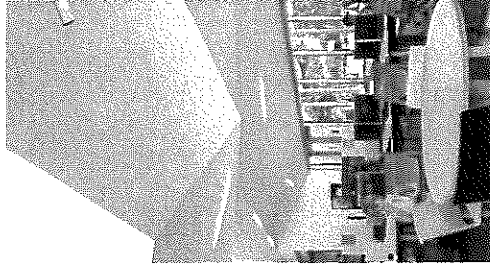
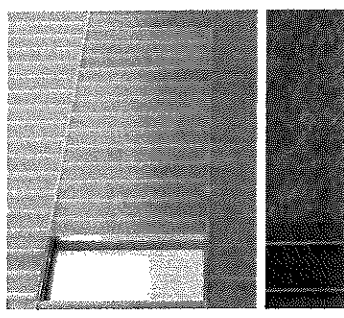
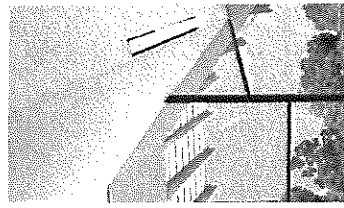
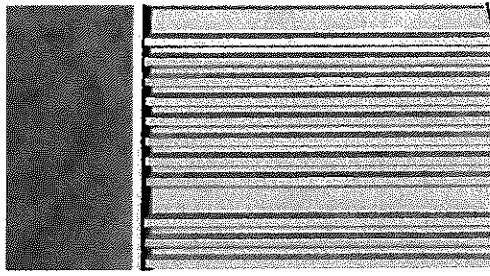
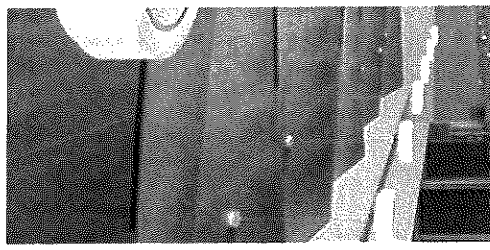
DRAWING FROM THE REGIONAL CHARACTER

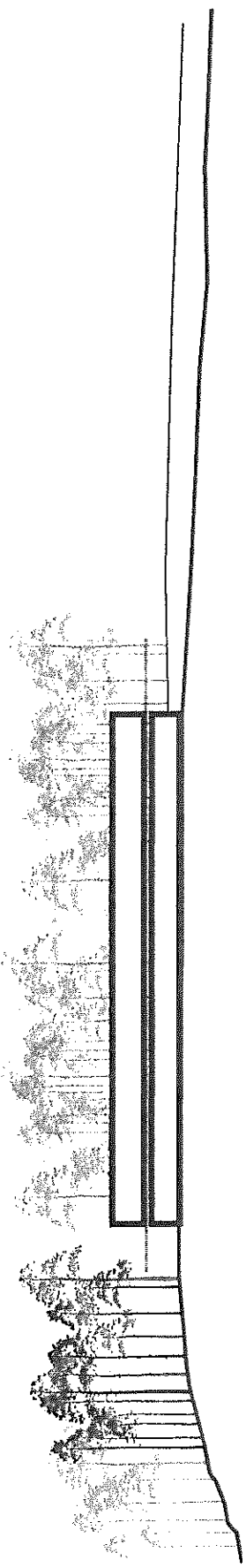


FINDING INSPIRATION FROM THE REGIONAL
FORMS AND MATERIALS WITHOUT RECREATING

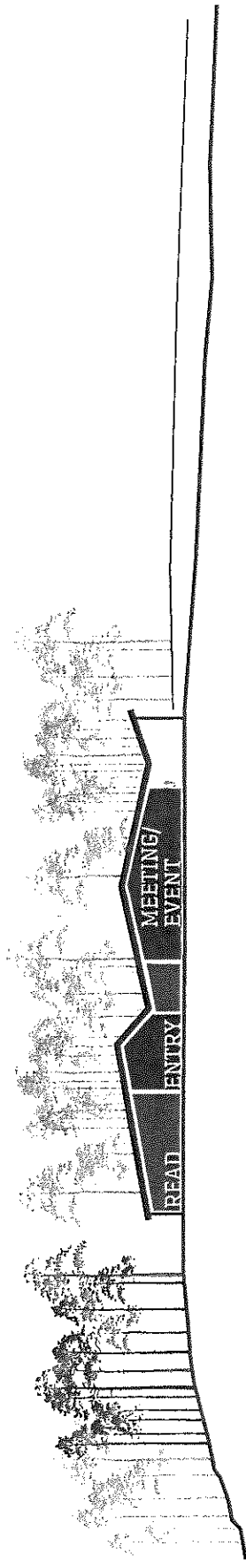
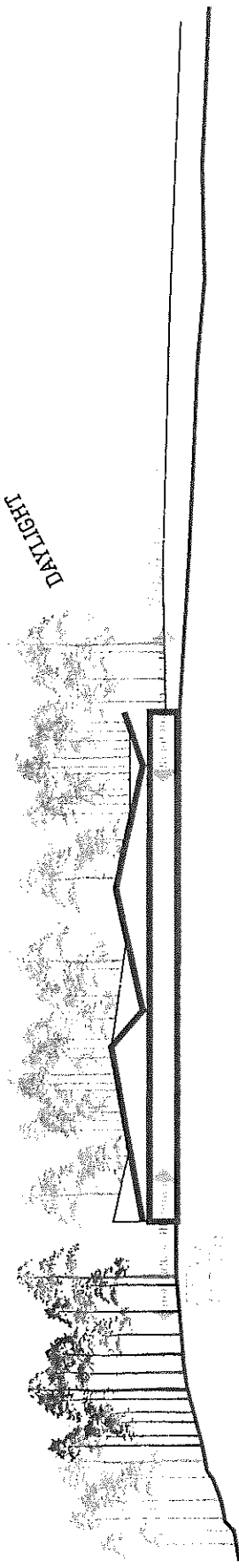
VINES

MODERN TRANSLATION OF THE VERNACULAR

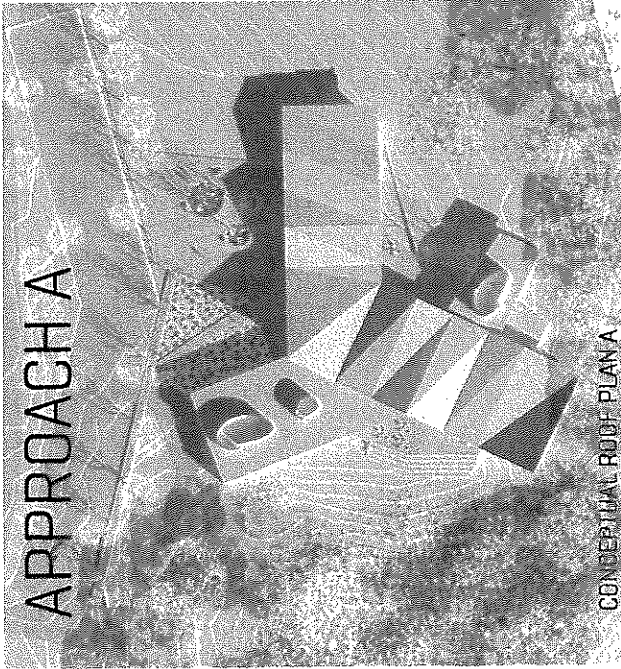




DAYLIGHT

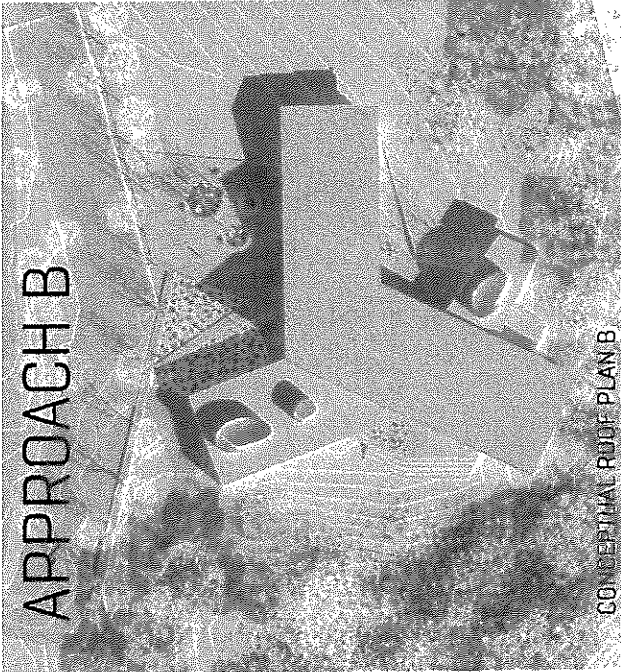


APPROACH A



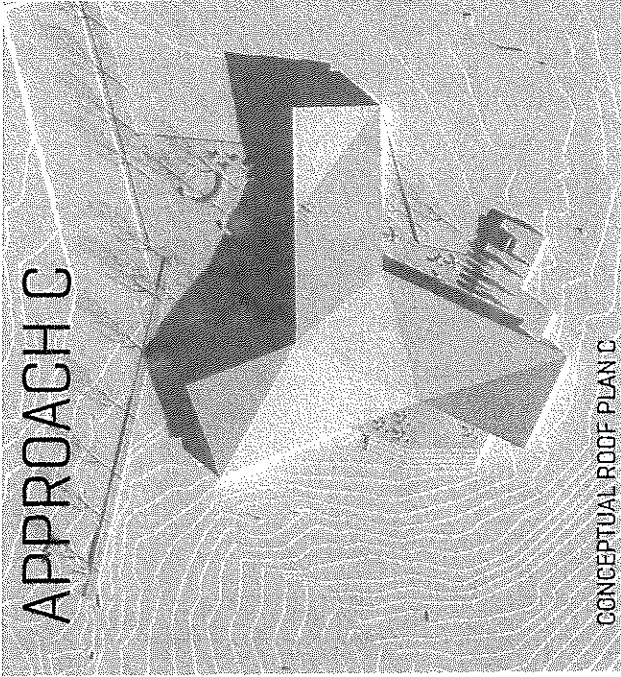
CONCEPTUAL ROOF PLAN A

APPROACH B

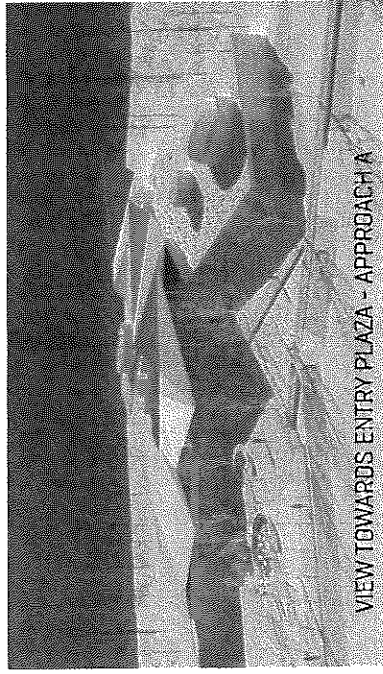


CONCEPTUAL ROOF PLAN B

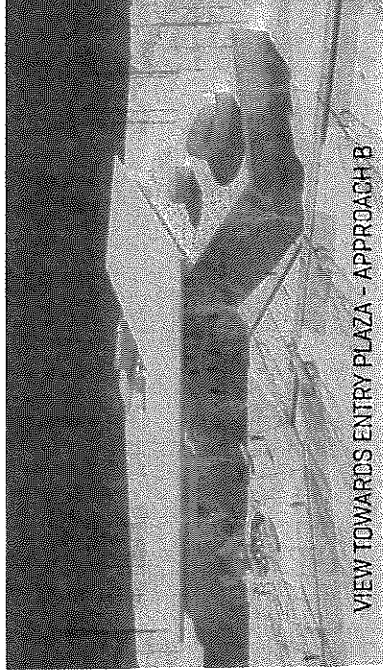
APPROACH C



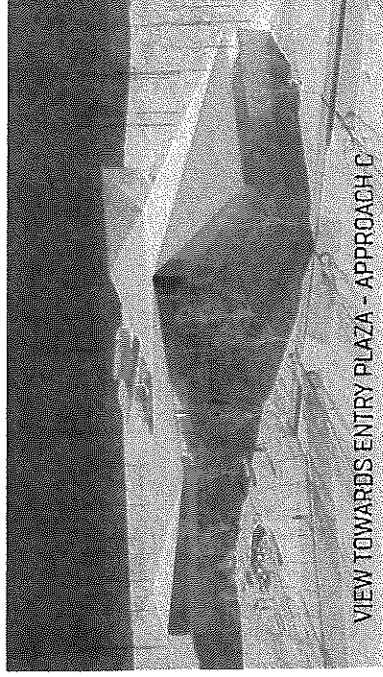
CONCEPTUAL ROOF PLAN C



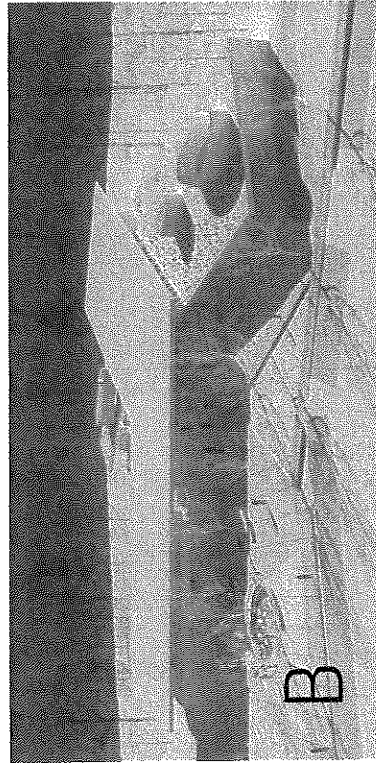
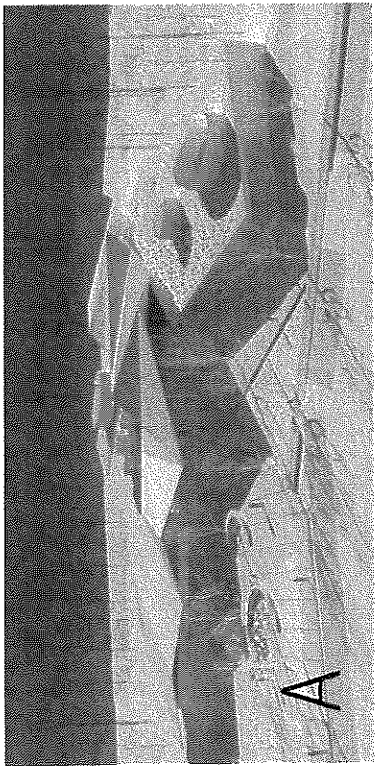
VIEW TOWARDS ENTRY PLAZA - APPROACH A



VIEW TOWARDS ENTRY PLAZA - APPROACH B



VIEW TOWARDS ENTRY PLAZA - APPROACH C



CONSIDERATIONS

	A	B	C
BUILDING PROMINENCE	+	-	+
VISIBILITY / STREET PRESENCE	○	-	+
PROMINENCE / CLARITY OF MAIN ENTRY	○	-	+
OPPORTUNITIES FOR INDOOR/ OUTDOOR VISUAL CONNECTIONS	+	○	+
OPPORTUNITIES TO MAXIMIZE DAYLIGHTING	+	-	+
OPPORTUNITIES FOR FUTURE EXPANSION	+	+	+
CONNECTION TO REGIONAL VERNACULAR	+	-	+
ANTICIPATED STRUCTURAL EFFICIENCY	-	+	○
CONNECTION TO CURRENT AND POTENTIAL FUTURE PARK AMENITIES	+	+	+

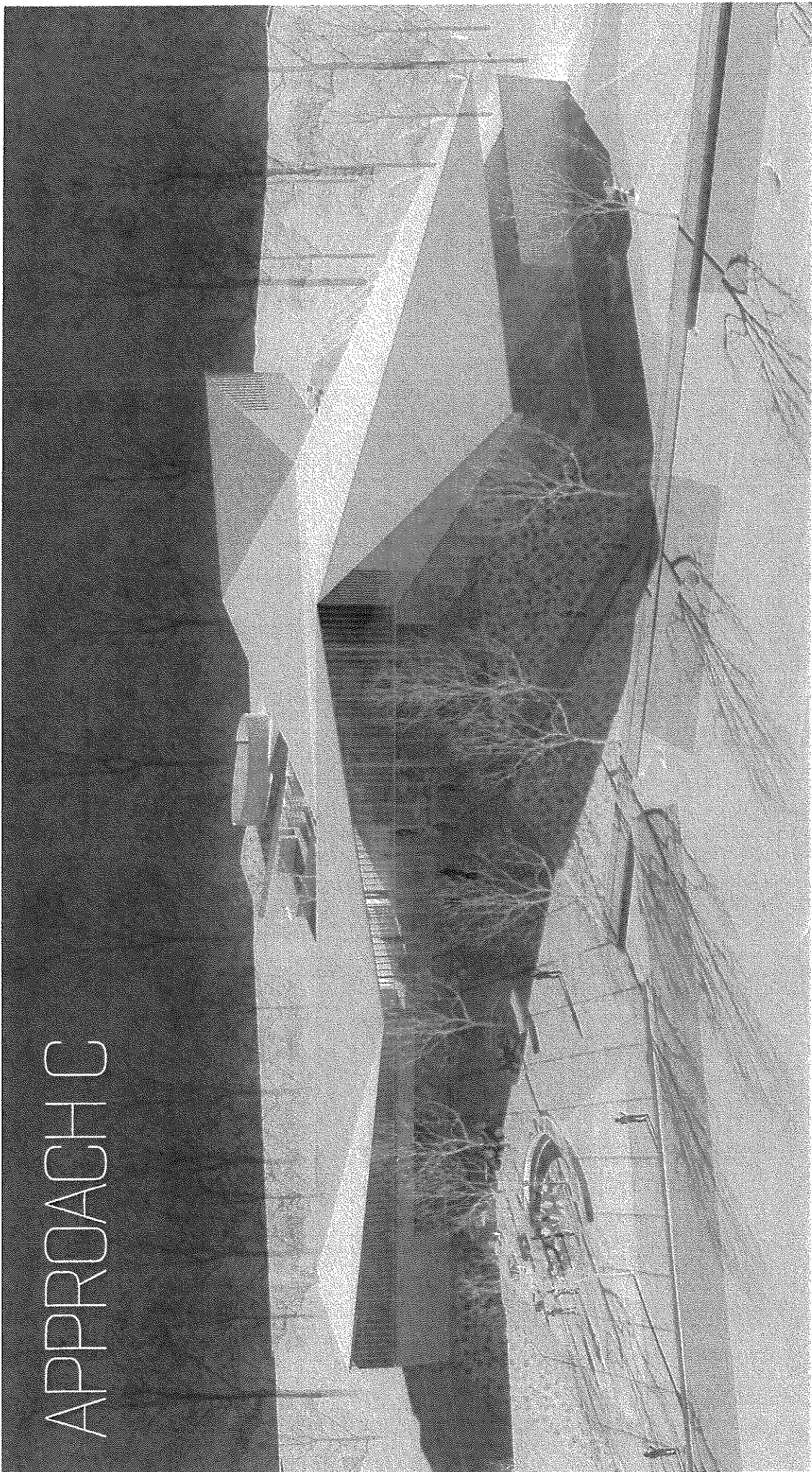
+ MOST

○ NEUTRAL

- LEAST

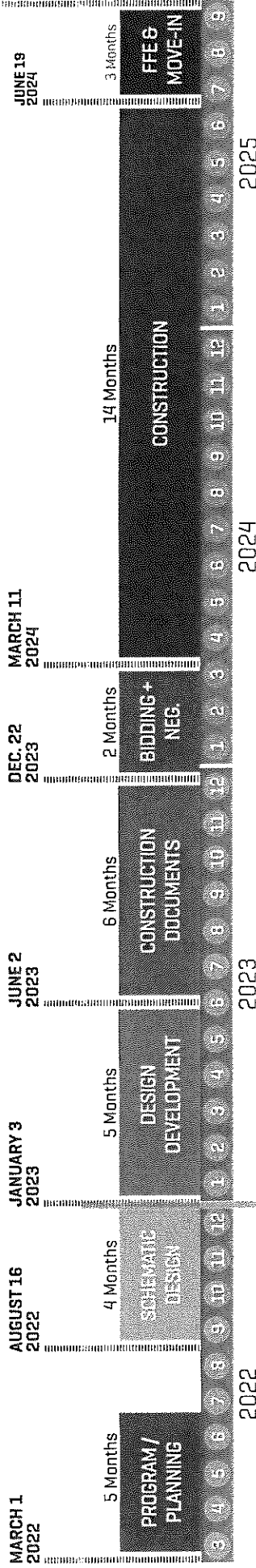
VINES

APPROACH C



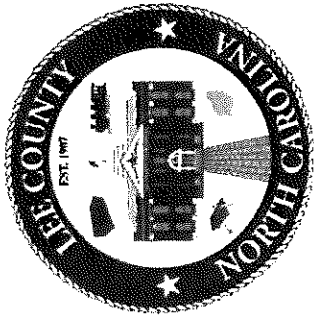
SCHEDULE

SEPTEMBER 3
2025



DECEMBER 19, 2022

VINES



LEE COUNTY GOVERNMENT

Financial Update for the Fiscal Year

Ended June 30, 2022



LEE COUNTY GOVERNMENT



Audit Results

- Audit Comments –
 - Stuart Hill, CPA
 - Thompson, Price, Scott, Adams & Co, P.A.



LEE COUNTY GOVERNMENT



Required Communications

- Unmodified Opinion (“clean report”)
- New Accounting Pronouncements Adopted – GASB 87 “Leases”
- No Difficulties Encountered in Performing the Audit
- No Uncorrected Misstatements or Disagreements with Management



LEE COUNTY GOVERNMENT



Required Communications

- We were provided with a Representation Letter dated November 18, 2022.
- Changes in the LGC Review Process
 - No Unit Letters issued
 - Automatically required to respond to FPIC's identified on Data Input worksheet provided by the LGC



LEE COUNTY GOVERNMENT



Required Communications

- FPIC Indicators
 - Finding 2022-001 Budget Violation
 - GASB 87 requires that lease agreements be recorded on the fund statements. Expenditures for principal retirement and for lease liabilities issued exceeded appropriations due to the implementation of GASB 87. The County reported over expenditures for principal retirement of \$112,998 and Internal Services of \$244,949.
 - Additionally, appropriations for the Juvenile Detention department reported excess expenditures for the year of \$8,472.



LEE COUNTY GOVERNMENT



Required Communications

- FPIC Indicators (continued)
 - The LGC has indicated that they will not require a response for budget violations that result from GASB 87 implementation, but they will require a response for all other budget violations.
 - Instructions for how to respond are found on the State Treasurer's website.



LEE COUNTY GOVERNMENT



Additional Communications

- Compliance Findings
 - There were technical errors noted in our Medicaid testing.
 - Technical errors are basically documentation errors.
 - No eligibility errors noted.
- You are not required to respond to the LGC concerning the Compliance Findings. Additional descriptions of the errors noted are in the audit report Schedule of Findings.



LEE COUNTY GOVERNMENT



Discussion Topics

- General Fund Activity
- Fund Balance Position (General Fund)
- Debt Position
- Capital Projects
- Questions



LEE COUNTY GOVERNMENT



General Fund Revenues

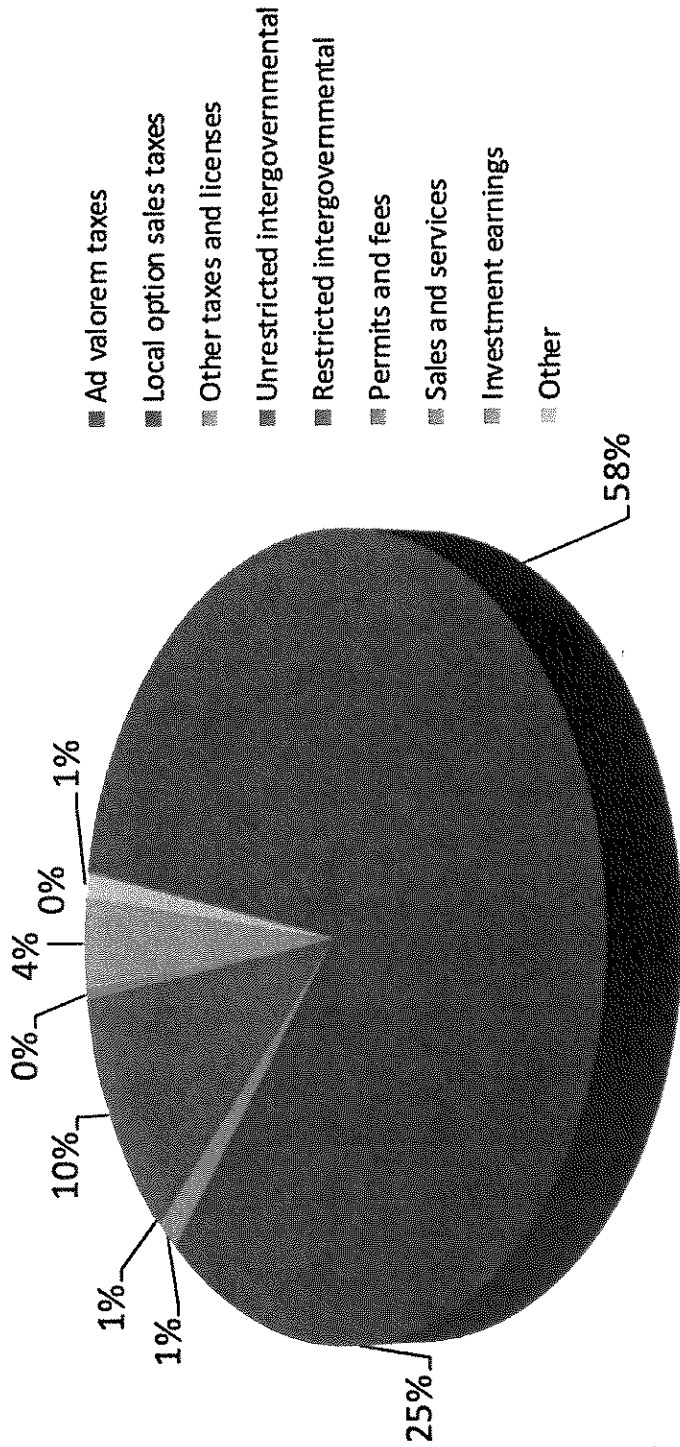
- Revenues and transfers total \$86,860,150
- Increase of 7.35% or \$5,950,395 more than FY 2021



LEE COUNTY GOVERNMENT



FY 2022 General Fund Revenues

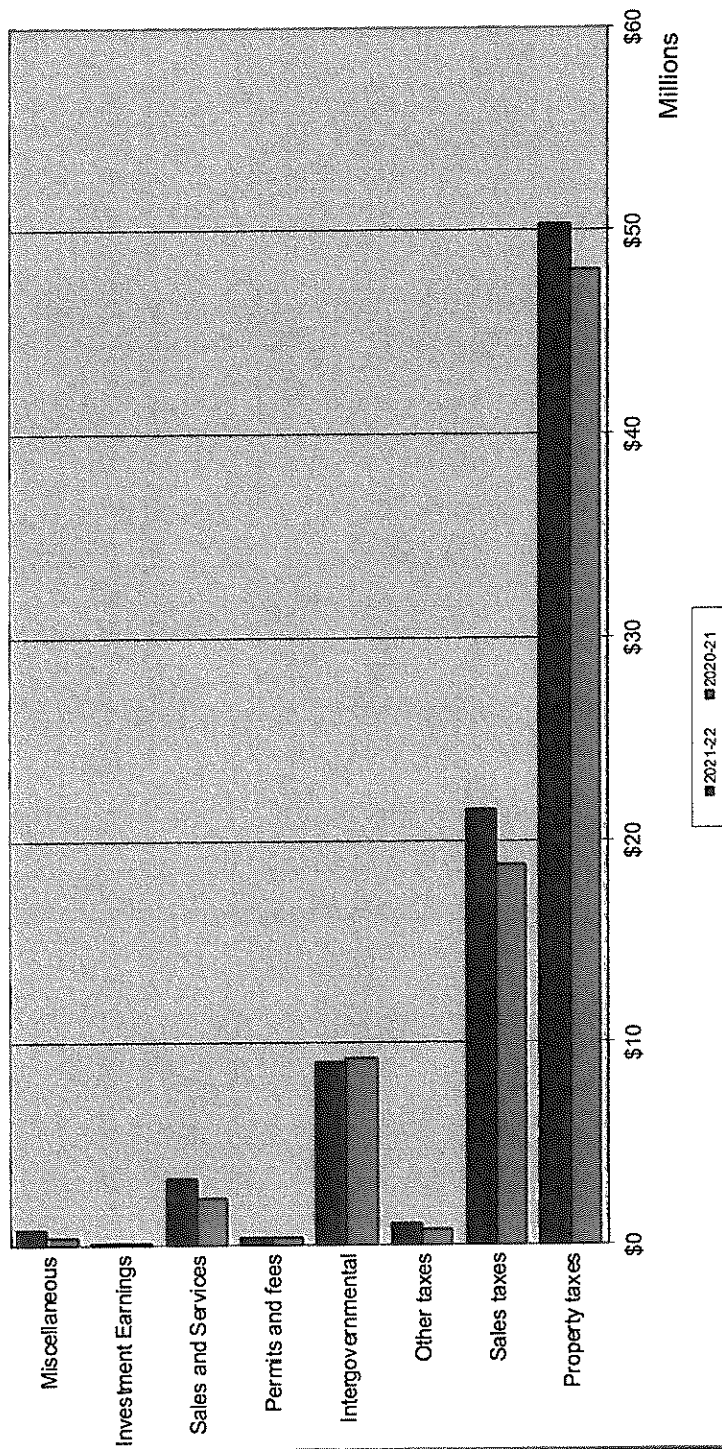




LEE COUNTY GOVERNMENT



Revenue Comparison



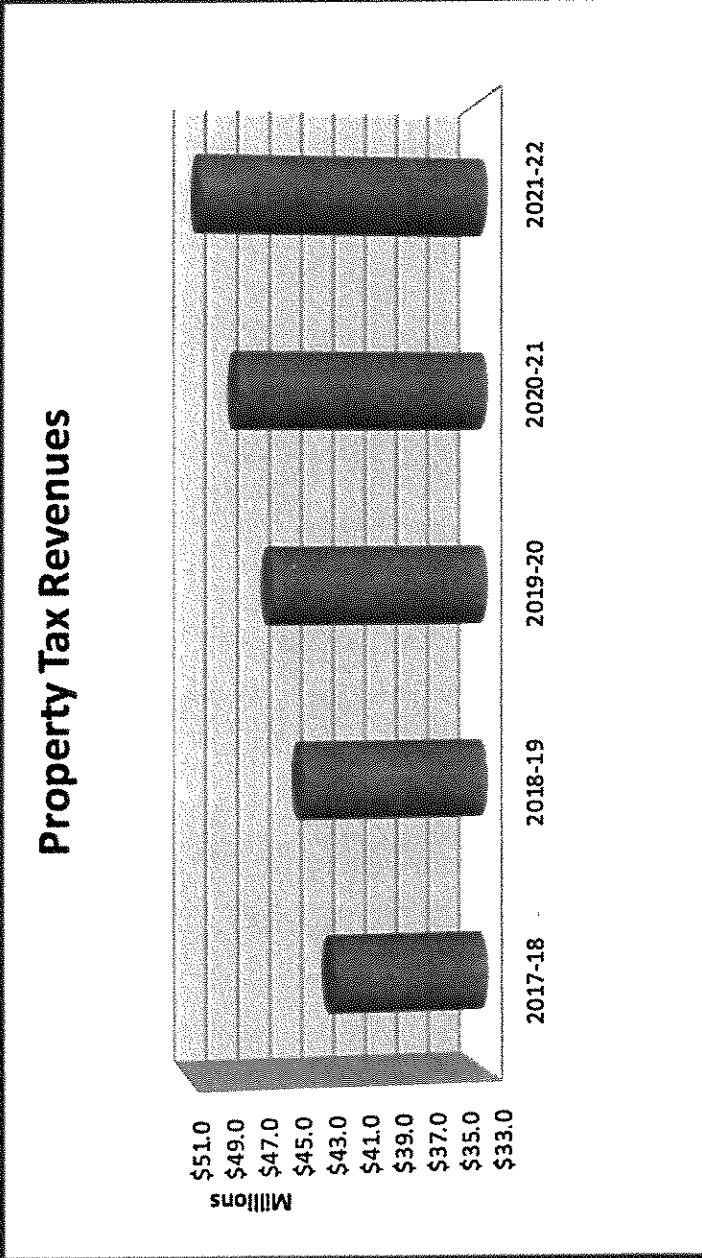


LEE COUNTY GOVERNMENT



Property Taxes

- Property tax revenues = \$50,353,304, an increase of 4.66% from FY 2021



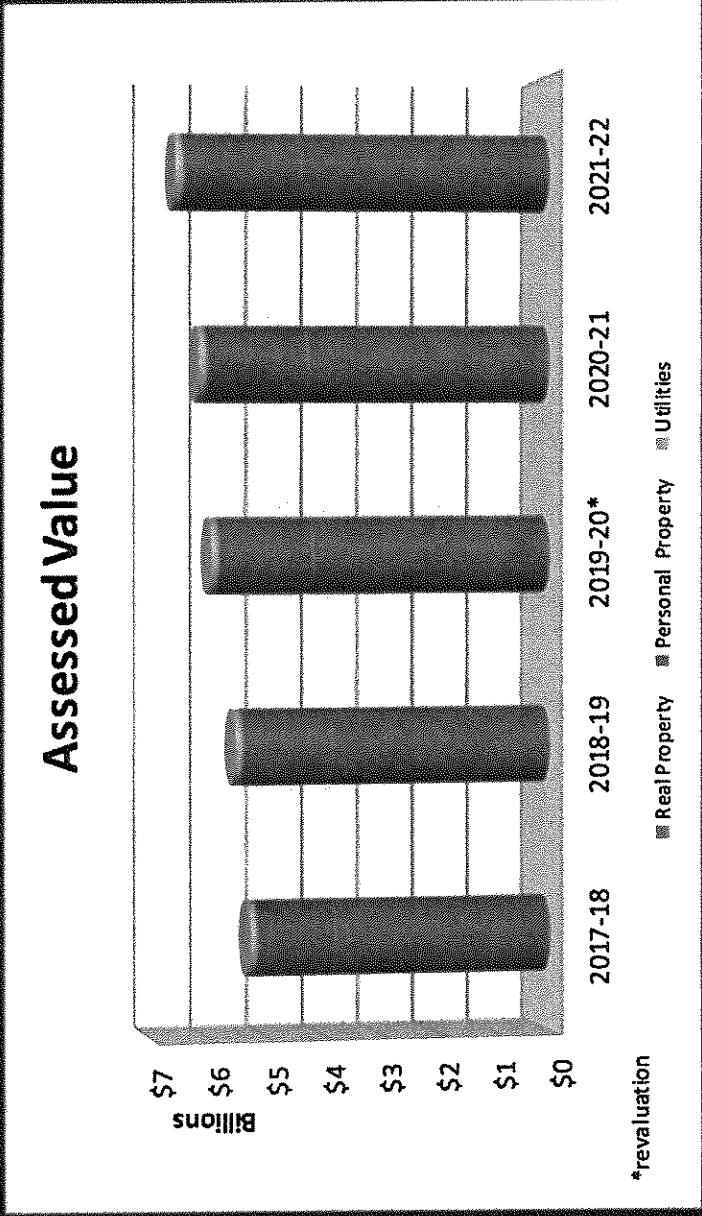


LEE COUNTY GOVERNMENT



Property Taxes

- Assessed value = \$6,581,878,547, an increase of 6.69% from FY 2021



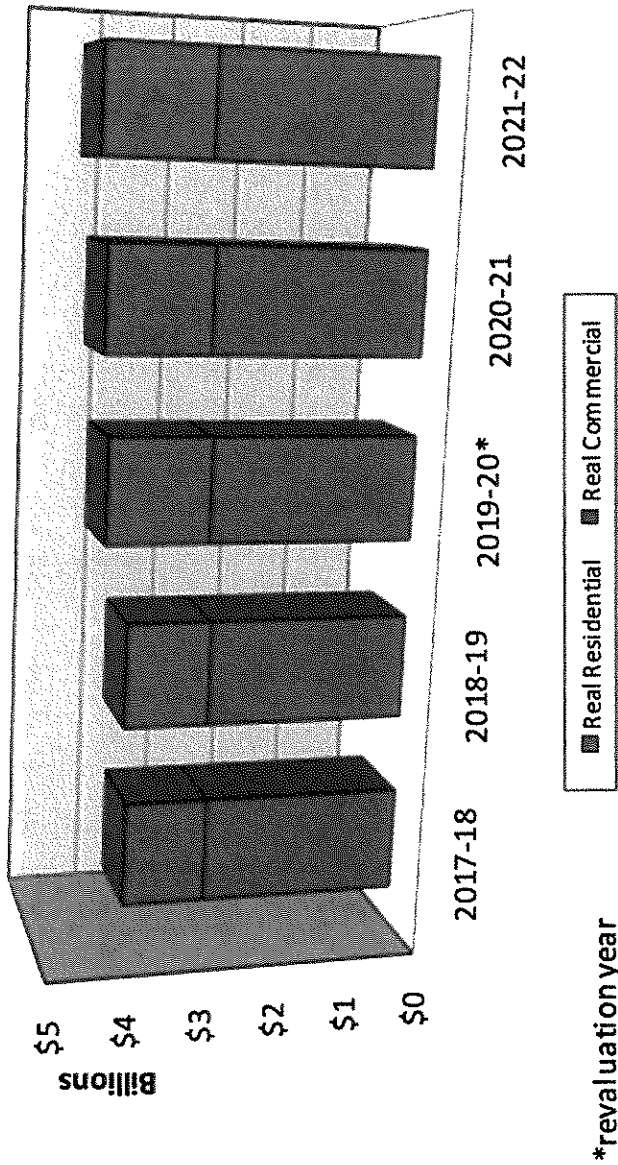


LEE COUNTY GOVERNMENT



Property Taxes

Residential/Commercial Base





LEE COUNTY GOVERNMENT



Property Taxes

- 99.27% of levy collected
- 99.19% - excluding motor vehicles
- 100.00% - motor vehicles
- Collections exceeded budget by \$ 2,236,564.

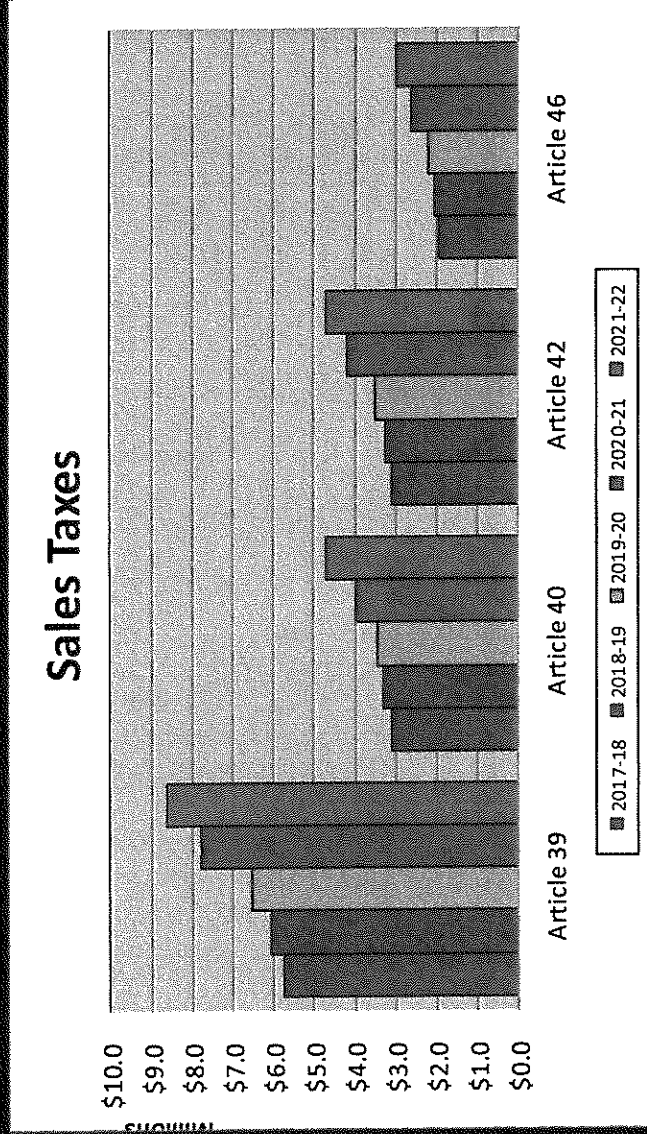


LEE COUNTY GOVERNMENT



Sales Taxes

- Sales tax revenue totaled \$20,987,160, a \$2,410,926 increase or 12.98% over FY 2021





LEE COUNTY GOVERNMENT



General Fund Expenditures

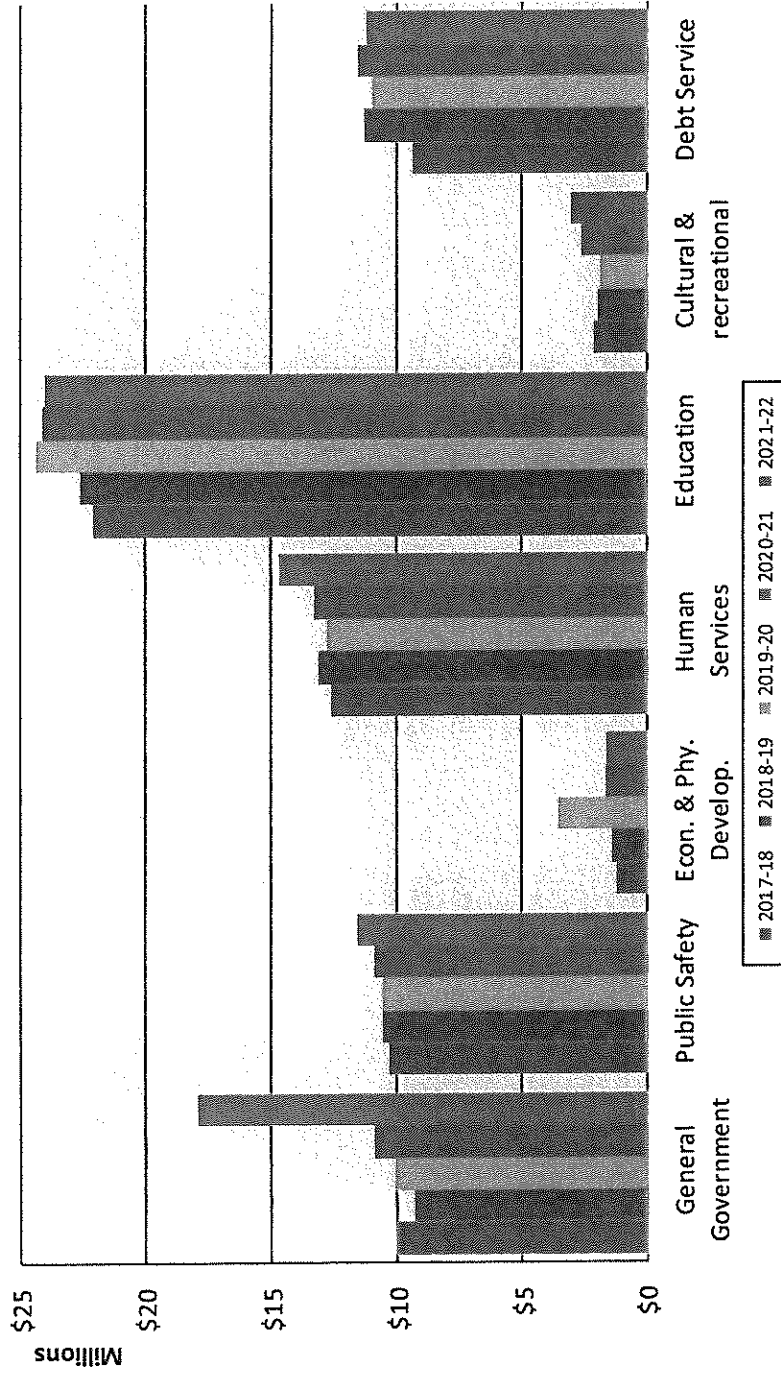
- Expenditures and transfers total - \$85,713,629
- Increase of \$8,946,024 or 11.65% from FY 2021
- Human Services, Public Safety, General Government and Education account for the majority of the County's expenditures.



LEE COUNTY GOVERNMENT



Expenditures





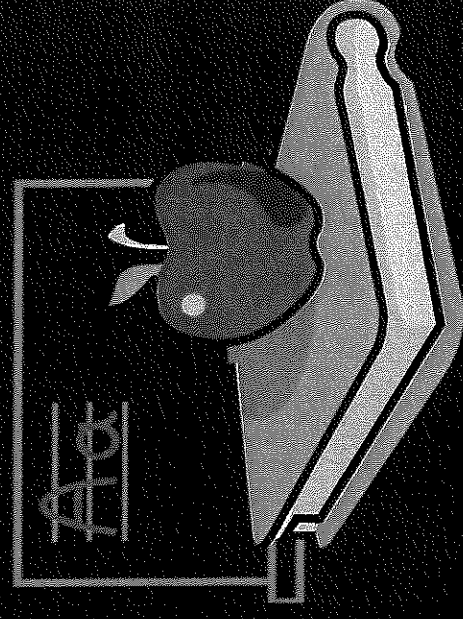
LEE COUNTY GOVERNMENT



Education Expenditures

LCBOE

- 32.96% of General Fund (including debt service)
- Current Expense - \$19,290,524
- Capital Outlay - \$1,381,532
- Debt Service - \$7,582,851
- Total expenditures - \$28,254,907

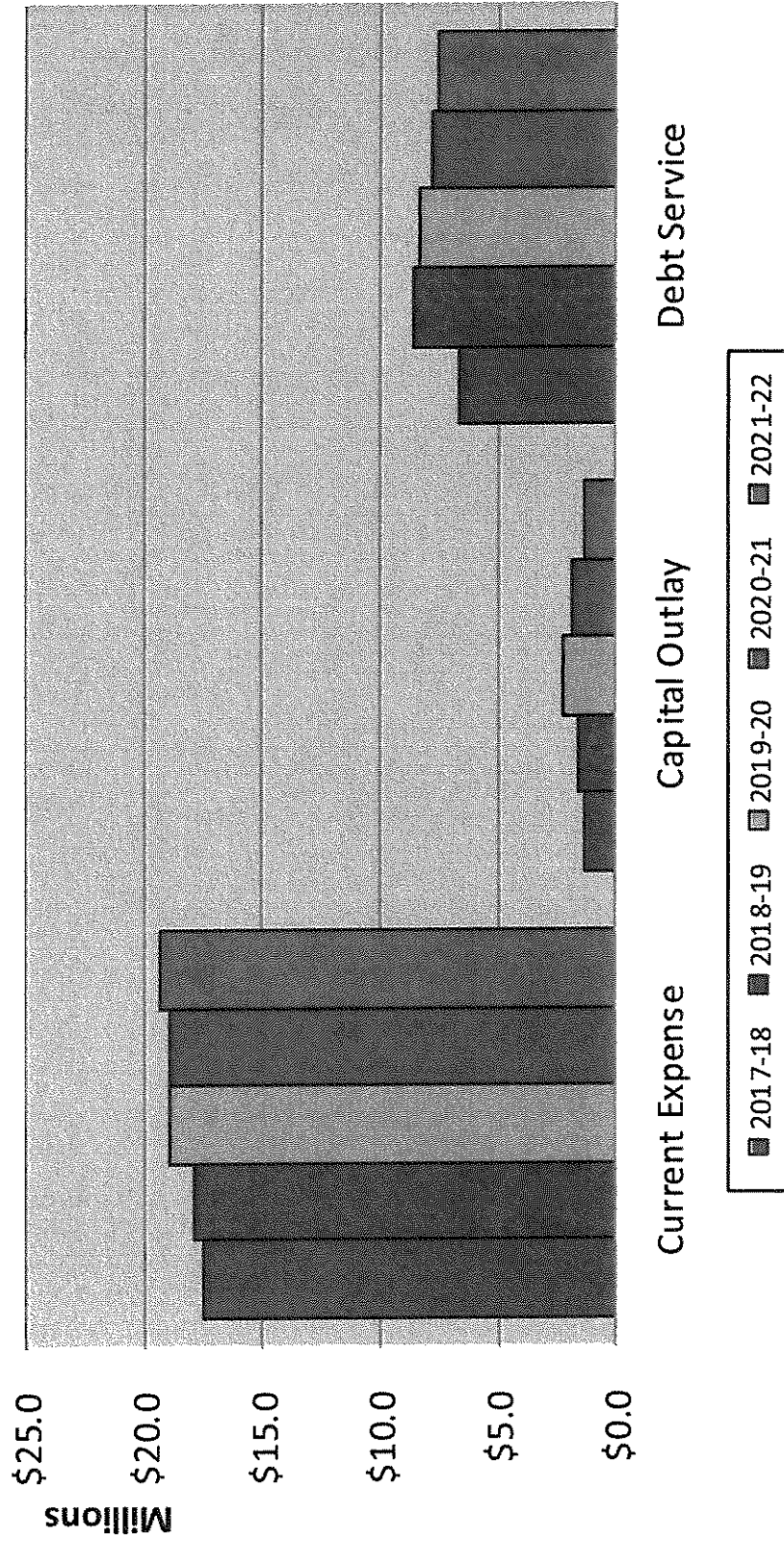




LEE COUNTY GOVERNMENT



Lee County BOE Funding





LEE COUNTY GOVERNMENT



Education Expenditures

CCCC

▪ Current Expense	\$ 3,089,100
▪ Civic Center	\$ 64,930
▪ Special Appropriation	\$ 98,549
▪ Capital Outlay	\$ 75,000
▪ Debt Service	\$ 2,225,398
▪ Total	\$ 5,552,977

- 0.04% decrease from FY 2021

- 6.48% of General Fund expenditures



LEE COUNTY GOVERNMENT



Bottom Line

▪ Total revenues and transfers	\$ 86,860,150
▪ Installment purchase obligation issued	\$ 3,625,000
▪ Lease liabilities issued	\$ 606,632
▪ Total expenditures and transfers	<u>\$(85,713,629)</u>
▪ Net change in fund balance	<u>\$ 5,378,153</u>



LEE COUNTY GOVERNMENT



Fund Balance Appropriated

- Fund Balance appropriated in FY 2022-2023 budget \$ 4,253,206
- Additional amount appropriated during FY 2022-2023 \$ 1,675,965
- Total appropriated \$ 5,929,171



LEE COUNTY GOVERNMENT



Fund Balance Summary

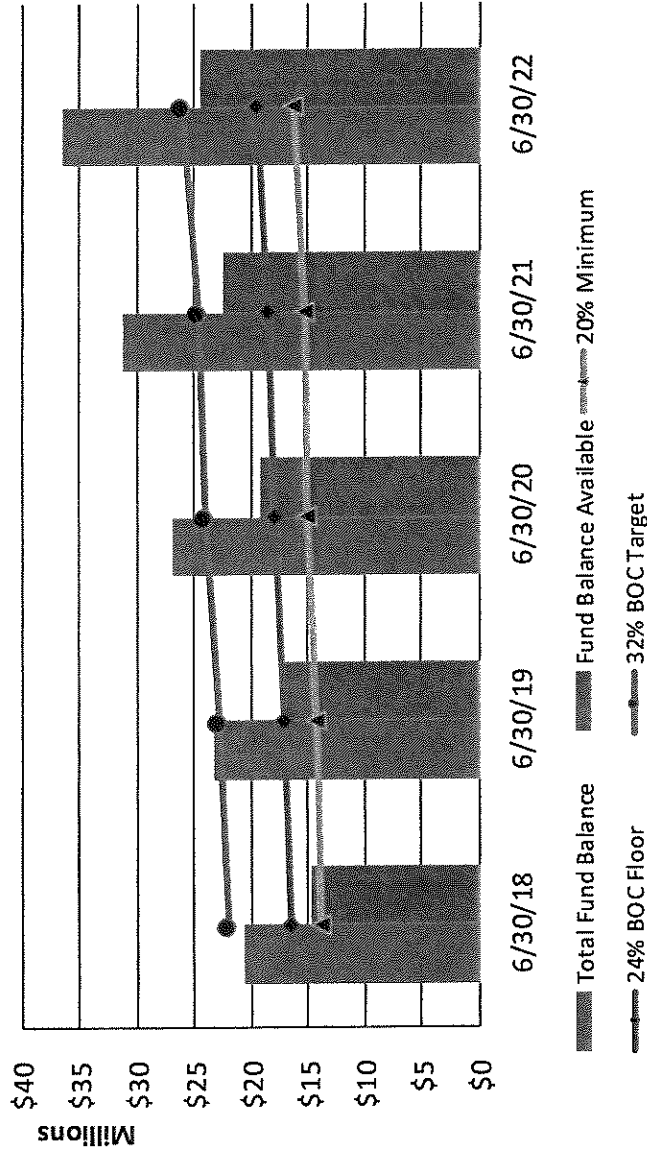
- \$24,491,034 Available Fund Balance as of 6/30/2022
- Increase of \$2,075,701 from FY 2021
- How do we compare?
 - Beginning with FYE 6/30/2021, the State is moving from grouping counties by population group to grouping by General Fund expenditures for the minimum AFB as % of Expenditure thresholds.
 - For counties there will be two groups, Below \$100,000,000 budget and Above \$100,000,000 budget.
 - Our minimum will be 20% of General Fund Expenditures.
 - The median for our group for 6/30/20 was 39%.
 - At 30.06%, we are above the minimum.



LEE COUNTY GOVERNMENT



Fund Balance History



Fund Balance Available as % of GF expenditures:
 June 30, 2021: 29.20% June 30, 2022: 30.06%



LEE COUNTY GOVERNMENT



Debt Position

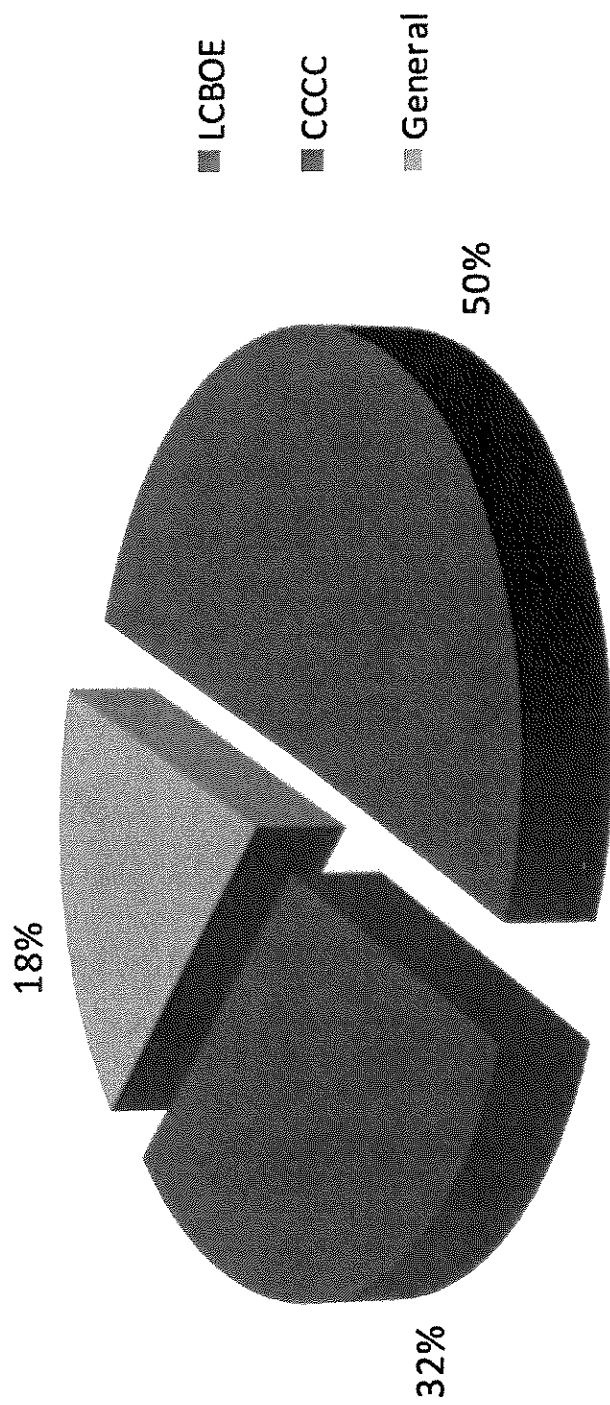
- Outstanding debt @ 6/30/2022 - \$81,370,923
- Debt evidenced by:
 - COPS/LOBs \$ 40,764,000
 - Installment Notes \$ 23,356,923
 - General Obligation Bonds \$ 17,250,000



LEE COUNTY GOVERNMENT



Outstanding County Debt - 2022





LEE COUNTY GOVERNMENT



Debt Levels

- Outstanding debt = 1.24% of total assessed value for FY 2022 (2.0% financial policy maximum)
- Actual debt service payments = 13.35% of General Fund Expenditures for FY 2022 (15.0% financial policy maximum)



LEE COUNTY GOVERNMENT



Single Audit & Grants

- Grant funds managed \$168,387,681
- Funds received by the County \$ 9,515,530
- Direct Vendor Payments \$158,872,151
- Programs Audited
 - Medical Assistance Program
 - Coronavirus State and Local Fiscal Recovery Fund
 - School Nursing Funding Initiative
 - Juvenile Crime Prevention Programs
 - State Appropriation



LEE COUNTY GOVERNMENT



Capital Projects

- CCC Veterinary Medical Technology Facility
 - Revenues and other financing sources \$ 5,472,426
 - Expenditures and other financing uses 5,472,426
 - Funds remaining \$ 0

- Courthouse Complex Renovations
 - Revenues and other financing sources \$ 5,473,658
 - Expenditures and other financing uses 3,993,808
 - Funds remaining \$ 1,479,850



LEE COUNTY GOVERNMENT



Capital Projects

- Park Improvements
 - Revenues and other financing sources \$ 4,165,042
 - Expenditures and other financing uses 3,008,014
 - Funds remaining \$ 1,157,028

- LCGC Renovations
 - Revenues and other financing sources \$ 5,106,491
 - Expenditures 4,755,169
 - Funds remaining \$ 351,322



LEE COUNTY GOVERNMENT



Capital Projects

- CCC Library/Lee Early College Reno/Addition
 - Revenues and other financing sources \$ 7,220,004
 - Expenditures 7,432,925
 - Funds remaining \$ (212,921)

- Lee County Government Library Fund
 - Revenues and other financing sources \$ 0
 - Expenditures and other financing uses 121,690
 - Funds remaining \$ (121,690)



LEE COUNTY GOVERNMENT



Capital Projects

▪ Bob Hales Recreation Center Fund	
▪ Revenues and other financing sources	\$ 240,292
▪ Expenditures	<u>0</u>
▪ Funds remaining	<u>\$ 240,292</u>
▪ Historic Courthouse Repairs Fund	
▪ Revenues and other financing sources	\$ 53,127
▪ Expenditures	<u>1,855</u>
▪ Funds remaining	<u>\$ 51,272</u>



LEE COUNTY GOVERNMENT



Capital Projects

- Multi-Sports Complex Project
 - Revenues and other financing sources \$ 0
 - Expenditures 2,146,907
 - Funds remaining \$(2,146,907)

- Kiwanis Children’s Park Renovation Fund
 - Revenues and other financing sources \$ 341,305
 - Expenditures 0
 - Funds remaining \$ 341,305



LEE COUNTY GOVERNMENT



Acknowledgements

- Thompson, Price, Scott, Adams & Co, P.A.
- County Departments
- Dr. Crumpton and the Board of Commissioners
- Finance Staff



LEE COUNTY GOVERNMENT



Questions



County Manager's Report – November 14, 2022

Ongoing Projects

Moore Training Facility - CCCC – The Hazardous Waste Section for the North Carolina Department of Environmental Quality has completed the review of the “Work Plan 3/2022” for the Lee County (NCD 060 299 880) site (the Former Marelli North Carolina USA LLC facility) in Sanford, North Carolina. The Hazardous Waste Section agrees that other than the Former Waste Stoddard Tank (SWMU – 17), the no further action determination for the solid waste management units and areas of concern is acceptable at this time. Essentially there were 23 testing sites on the property which no longer need to be tested. Additional wells were placed near the Stoddard Tank and vacuuming events continue to eliminate the hazardous material from this site. We are getting really close to eliminating the final SWMU. When this occurs, the facility can be designated for residential use under DEQ rules and the College can occupy all areas. Right now, they can occupy many areas, just not the areas near the tank. There is no timeline as to when the final “no further action” will be given.

Multi-Sports Complex – This project was on the December TRC Agenda. The project was given a favorable recommendation. The project still has two issues to address before construction drawings can be finalized. First, is the driveway access to Broadway Road. DOT meets on this issue on December 13. Once a favorable vote is taken, then final design of the driveway access can be completed. The designers are also working the final irrigation plan for the facility. Once these two items are complete, the final design will be completed for construction. We anticipate this project to be out to bid in early March.

Horton Pool – This project continues to move forward. Since November, a lot of work has been completed with the pool and bath house. The revised timeline has the substantial completion of this project on May 1, 2023.

Hales Center – This project is essentially on hold until the roof design is completed and bid. This will be done sometime after the first of the year. The HVAC and roof projects have become more complicated and we are trying to determine what is possible with this building going forward.

Library Building Project – Agenda Item.

Historic Courthouse – We are still waiting on the final contract with Hobbs Architect. The State has asked for some additional information. Once this is provided, we are hopeful the final contract can be presented to the Commissioners in January.

Reports

Tax – The Tax Department Collections report for November.

Community Development – The November Technical Review Committee Agenda is attached.

Building Inspections – Attached are the monthly inspection reports for November.

Library Board of Trustees – No meeting in December.

Parks and Recreation – No Meeting in December.

LCEMS – First Health's most recent reports are attached for EMS operations.

Upcoming Meetings/Events:

December 21, 2022 – SAGA Quarterly meeting, Civic Center – 9:45-11:15 am.

December 23, 26 & 27 – County Offices Closed – Christmas Holiday

January 2, 2023 – County Offices Closed – New Year's Holiday

January meetings to be determined at the meeting.

January 26 & 27 – Annual Board Retreat – GiGi's, Thursday Evening – McSwain, Friday.

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 10th day
of Feb, 20, 23 at 11:05 (AM/PM)
recorded in Book 34 Page 863
Pamela G. Britt, Register of Deeds