



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

August 21, 2023

MINUTES

Roll Call

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

CALL TO ORDER

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add items II.U 2023 Chevrolet Tahoe LT for the Sheriff's Office to the Consent Agenda and VI.C Planning Board Recommendation for a Rezoning Request to Old Business. County Attorney Whitney Parrish stated that the Wellness Clinic Contract for item II.J was received and posted to the website earlier today and a copy was provided to the Board's seat.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

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

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

- II.A Minutes from the July 24, 2023 Regular Meeting
BOC Regular Meeting Minutes_7-24-23_final.docx
- II.B July 24, 2023 Closed Sessions Minutes - Economic Development
- II.C July 24, 2023 Closed Sessions Minutes - Personnel
- II.D Updates to the Personnel Policies
 - H.1 Disciplinary Action Policy 8.21.23 Final.docx
 - H.2 Grievance Procedure 8.21.23 Final.docx
 - B.4 Recruitment and Selection 8.21.23 Final.docx
 - B.18 Drug and Alcohol Free Workplace 08.21.23 Final.docx
- II.E Consider Reappointing Cecil Cameron to the Agricultural Advisory Board
- II.F Pictometry International Corp. purchase order
Pictometry NC Lee County_Pictometry Agreement_10-17-22_signed.pdf
- II.G Refund and Release Report for July 2023
 - Gen Statute 105.docx
 - July Personal Property Abatement Report.pdf
 - RELEASE CODES SPREADSHEET.xls
- II.H 2023-2024 Lee County State Aid Application
 - 2-State Aid FORM A.pdf
 - 3-State Aid FORMS B, C, D, E 2.pdf
 - 4-State Aid FORM F.pdf
- II.I Approval of Budget Amendment #08/21/23/02
Budget Amendment Packet 08-21-23-2 v2.pdf
- II.J Wellness Clinic Contract
Final Lee County Occ Health PSA 8.21.2023.pdf
- II.K Approve the addition of Budget and Management Analyst to the Lee County
Classification and Pay Plan
 - Budget and Management Analyst.docx
 - Pay_Plan_Rates_Effective_August_21__2023.pdf
- II.L Declare 0 Cone Street Surplus and Approve Initial Offer
 - 0 Cone Street First Resolution.docx
 - 0 Cone Street Map.docx
 - 0 Cone Street Offer.pdf
- II.M Purchase of Eight Patrol V-8 Dodge Durangos and Two Administration V-6 Dodge Durangos

Don Franklin Auto quote.pdf

II.N Up-fit Equipment for Patrol and Admin Vehicles for the Sheriff's Office

Batteries of NC quote.pdf

Battereis of NC quote.pdf

II.O Lee County Jail Request for Approval of Purchase Order with NC Department of Public Safety for Inmate Housing

II.P Central Carolina Holdings LLC. Scrap Tire Recycling Services Purchase Order Tire Agreement 2015.pdf

II.Q Purchase of a 2024 F-150 staff vehicle for Solid Waste 2024 F-150 Solid Waste.pdf

II.R Purchase of a 2024 Ford F-150 staff vehicle for Maintenance, a 2024 Ford Maverick and two (2) 2024 Ford Broncos as staff vehicles for Housekeeping at General Services VEHICLEPROPOSALS.pdf

II.S Addition of a Community Social Worker Grade 71 to the Lee County Classification and Pay Plan Community Social Worker.docx

II.T Vehicle Purchase Order for Parks and Recreation 2023 Ford F150 SuperCab 4X2 -5.0L - 2024 Pricing.pdf

II.U 2023 Chevrolet Tahoe LT for the Sheriff's Office Bill Black Chevrolet Bid.pdf

III. PROCLAMATION PRESENTATION

III.A Proclamation Honoring the Lee County Gymnastics Team

Chairman Smith presented and read aloud a proclamation honoring the Lee County Gymnastics Team for their recent accomplishments during the 2023 season. The proclamation was received by Parks and Recreation Director Joseph Keel, Gymnastics Supervisor Kristy Harper, Gymnastics Coaches, and the Gymnasts.

III.B Proclamation Honoring Hispanic Heritage Month

Chairman Smith presented and read aloud a proclamation honoring Hispanic Heritage Month. The Hispanic Liaison Deputy Director Hannia Benitez received the proclamation, along with many other non-profits and Hispanic community members. Hispanic Heritage Month begins on September 15 and goes until October 15.

IV. PUBLIC HEARING

IV.A UDO Text Amendment

Chairman Smith asked if there were any conflicts of interest. Commissioner Cameron Sharpe asked to be recused from this vote due to his occupation with the City of Sanford. There were no other conflicts of interest.

Chairman Smith opened the public hearing at 6:23 p.m.

Zoning Administrator Amy McNeill presented the UDO Text Amendment proposed in the public hearing request. The request consists of a text amendment to the Unified Development Ordinance to amend Article 11 Sign Regulations, Table 11-4 Standards for Sign Characteristics to permit signs with Internal Illumination and Changeable Copy within the RA, RR, R-20, R-14, R12, R-10, R -6, MF -12, PUD and TND zoning districts. This request has stemmed from churches within residential districts that would like to have illuminated and copy changing signs.

No one spoke in favor or in opposition.

Chairman Smith closed the public hearing at 6:27 p.m. and excused the Planning Board to their meeting.

01A-MEMO.pdf

01B-ORD.pdf

Motion: Motion to recuse Commissioner Cameron Sharpe due to a conflict of interest.

Mover: Taylor Vorbeck

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

Abstain: 1 - Cameron Sharpe

Motion Result: Passed

IV.B Public Hearing for Project Stronghold

Sanford Area Growth Alliance CEO Jimmy Randolph presented Project Stronghold to the Board. Project Stronghold is a Fortune 500 global manufacturing company, specifically an equipment manufacturing project for a division of the company. The Company is expected to purchase and up-fit an existing building and purchase machinery and equipment in amount at least \$56,000,000 million in taxable investment, with a county sharing up to \$570,960 with revenues from the County's general fund over the five-year life of the Project. Mr. Randolph said he cannot divulge the location information; however, the company is looking at an existing vacant facility. The incentive is performance-based. Any employees that are currently employed by the company would have to be preserved in order to receive this incentive. If the company were to locate elsewhere, that could impact the facility here and result in a loss of jobs.

Chairman Smith opened the public hearing at 6:33 p.m.

Those who spoke in favor:

- Jimmy Randolph, 3405 Windmere Drive (Sanford Area Growth Alliance CEO) No one spoke in opposition.

The Chairman closed the public hearing at 6:36 p.m.

Final_Public_Hearing_for_publication.pdf

V. PUBLIC COMMENTS

No public comments were received.

VI. OLD BUSINESS

VI.A Amended Animal Services Ordinance

County Attorney Whitney Parrish said the Board held the first reading of the amended Animal Services Ordinance at their meeting on July 24. When the Board consolidated human services on July 12, the County needed to update the impacted policies that referred to Health Board with the Consolidated Human Services Board. Lee County Animal Services Ordinance-WP 6.6.23.rtf

Motion: Motion to approve the changes to the Animal Services Ordinance upon second reading.

Mover: Robert Reives

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

Motion Result: Passed

VI.B Approval of Resolution Providing for the Sale and Issuance of \$25,000,000 General Obligation Parks and Recreation Bonds, Series 2023

Finance Director Candace Iceman presented the Resolution Providing for the Sale and Issuance of \$ 25,000,000 General Obligation Parks and Recreation Bonds, Series 2023. The Board needs to approve this before the bonds can be issued for sale for the Multi-Sports Complex.

Issuance Resolution-Lee 2023 G.O. (Voted_Competitive).doc

Motion: Motion to approve Resolution Providing for the Sale and Issuance of \$25,000,000 General Obligation Parks and Recreation Bonds, Series 2023.

Mover: Robert Reives

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

Motion Result: Passed

VI.C Planning Board Recommendation for a Rezoning Request

Chairman Smith asked to move this item to front of Old Business so Zoning Administrator Amy McNeill could be excused to the Planning Board meeting. Ms. McNeill presented the Planning Board's recommendation for a rezoning request. The application was submitted by SARVAUSA, LLC to rezone an 8.95 acre portion of a vacant 9.95-acre tract of land addressed as 2917 Airport Road from Sanford

Soccer Field Complex Conditional Zoning District to Light Industrial (LI) zoning district to allow the development of the site in a light industrial manner. The one-acre balance is within the City of Sanford's Extraterritorial Jurisdiction (ETJ) and is not included within this rezoning request. The Board held a public hearing on this request at the July 24, 2023 Board meeting. The one acre within the ETJ is going to be reserved as a buffer, and only the portion with Lee County will be rezoned. Staff is legally required to notify all neighboring land owners of a public hearing for a rezoning.

002-RECO-REZ@AIRPORT RD-BINDER.pdf

Motion: Motion that the proposed zoning map amendment is consistent with the Plan SanLee long- range plan designation of Professional and Institutional Campus because this district is supportive of commercial and employment uses.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

Motion: Motion to approve the proposed zoning map amendment because the site is appropriate for light industrial uses. It also appears to be reasonable and in the public interest because the sight adjoins a light industrial zoned property and it is located off of dead-end public street that terminates into an emergency services training center for the local community college.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

VII. NEW BUSINESS

VII.A Request to Appear - Jeanne (Emma) Apperson

Ms. Jeanne "Emma" Apperson, a Lee County Young Commissioner and NCACC Lee County Youth Delegate, requested to appear before the Board. Ms. Apperson invited the Board to attend the Youth Voice breakfast at the NCACC Annual Conference on August 26. Ms. Apperson is a senior at Lee Early College (LEC) and also discussed the LEC campus and how safety factors could be improved. Commissioner Andre Knecht asked for the status of LEC's movement to a brick and mortar facility. Chairman Smith said movement is in the works; however, increased capacity is not known at this time. The plan is to convert the Wilkinson Building to LEC once staff and students are moved to the Moore Center when it comes online, as well as to expand the library.

VII.B Sports Complex Road Names

Development Services Director Brandon Key and Parks and Recreation Director Joseph Keel presented the Multi-Sports Complex road names, and a copy of the presentation is attached and incorporated into these minutes. The primary road name is suggested to be Champion Road and the secondary road to be Winners Lane.

County Manager Lisa Minter noted that these roads could be sold to potential sponsors in the future.

LCMulti-Sports Complex Street Name Approval Request 8-21-23.pptx

Motion: Motion to approve Champion Road, identified as the blue road on the map, and Winners Lane, identified as the red road on the map, for the names for the two roads running through the Sports Complex.

Mover: Cameron Sharpe

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

Motion Result: Passed

VII.C Project 6120-01-24 OT Sloan Park Accessibility Project Design RFQ Award

Recommendation

Parks and Recreation Director Joseph Keel presented the O.T. Sloan Park Accessibility Design FRQ Award recommendation to the Board. Mr. Keel said a Request for Qualifications opening was held on July 20 and three sealed qualifications from a variety of companies from across the region were received. The three companies include RVE, Benesch, and WithersRavenel. These proposals were reviewed using six factors for selection as described in the RFQ Notice. The review committee consisted of six County staff members from three different departments. After a detailed review, the committee recommends WithersRavenel as the Landscape Architect and Design firm for the OT Sloan Park Accessibility Project. Chairman Smith also noted that he received a letter from Governor Roy Cooper congratulating Lee County on receiving this award to be able to fund this project. Award Letter Recommendation.pdf

Motion: Motion to award WithersRavenel Project 6120-01-24, OT Sloan Park Accessibility Project Landscape and Design Services.

Mover: Cameron Sharpe

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

Motion Result: Passed

VII.D Approve Woolard Road as Surplus and Set Minimum Bid

County Attorney Whitney Parrish presented this item to the Board. Ms. Parrish noted that these type of request do not normally go before the Board; however, because of the interest received and the amount that is owed on the Woolard Road property (\$26,738.50), staff is asking the Board to approve a resolution declaring this property as surplus and to set a minimum bid of \$26,738.50. Staff felt that this amount for a minimum bid is a fair ask, and will still go through the upset bid process.

Woolard Road Resolution Initial.docx

Woolard Road Map.docx

Motion: Motion to declare 573 Woolard Road as surplus and set a minimum bid of \$26,738.50 on the property.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

VII.E Naming Rights & Sponsorship Policies

NCACC/ICMA Management Fellow Ben McQueary presented the proposed Naming Rights & Sponsorship Policies to the Board. This stemmed from interest during the development of the multi-sports complex and the new library for naming or sponsoring various portions of the park and/or building. Mr. McQueary said this policy was crafted using guidance from the UNC School of Government, as well as from other counties. County Manager Lisa Minter said the plan is to bring a brochure and contract to the Board at a future meeting once the policy is approved. Mr. McQueary said the County would advertise for sponsorship and per the policy, it is first come, first serve with the set prices and time duration. The proposed minimum is five years and maximum is 20 years. Interested parties would either pay the amount up front or per year. Verbiage is included that says any participating company has to be align with Lee County Government's mission, vision, and core values. Commissioner Cameron Sharpe said this hasn't gone to the Parks and Recreation Advisory board in such detail, but that it has come up. Ms. Minter said the policy will go to the advisory board after revisions have been made, and also to the Library Board of Trustees.

LCG Sponsorship Policy FINAL.pdf

VII.F Participation in the Central Pines Regional Council Grant Assistance Program *County Manager Lisa Minter said Commissioner Carver requested that staff explore the Grant Assistance Program offered by the Central Pines Regional Council, formerly Triangle J Council of Governments. The County will still have the responsibility of reviewing a database of available grants created by the Council and then deciding which grants to pursue. The Council's staff will assist the County in preparing grant applications. If the County is awarded grant funds and then needed assistance with the administration of the grant, additional funds would be required. Ms. Minter said the contract is for \$ 20,000 per year for staff to research grants with the assistance of the Council, then the County would have to pay the Council a portion if the County secures a grant. Ms. Minter said the Council could provide insight if a certain grant goes to an urban or rural municipality and if new grants become available that the County may not be privy to. The County does not have staff available just for grants; however, the new Finance intern is going to help departments with grants. She would help departments use the Council's database. Ms. Minter said this item is in the current budget and she is willing to try it for a year. The Council did provide information about other counties who were awarded the grants, which has resulted in a 30- 40% success rate. Most awardees were municipalities for CDBG grants for housing and roads. Commissioner Mark Lovick asked the County Manager to reach out to receiving counties. Ms. Minter noted that there isn't a deadline for this, but the contract would run for this fiscal year, so the County has lost a bit of time already. Commissioner Carver spoke with Alana Keegan of the Council and she said the Council saw a need for this insight and for creating a database that housed these grant opportunities all in once place. Ms. Minter said departments are currently going out on their own to go after grants, but what has happened in the past is a department has gone after a grant, received it, and not known if they could meet all of the requirements, so it's fallen onto the Finance Department to assist, which then pulls staff from day -to- day duties. Staff will still have*

to provide information on Lee County to the Council for the Council to then research grants and complete the applications. Parks and Recreation Director Joseph Keel was asked to come forward to discuss how his department handled grants. He said he's contacted engineer firms to do site plans for the grant applications, though the department gets to keep the plans for future use as well. Parks and Recreation staff and the engineering firm work together to complete the grant application. Mr. Keel said the last two site plans have been with WithersRavenel and he tries to only go after grants that he feels he's likely receive. Ms. Minter said Library Services Director Beth List hasn't used any third parties for her grants, but they have been smaller. The Senior Services and COLTS Departments also go after some annual grants.

Central Pines Grant program.docx

Motion: Motion to table Participation in the Central Pines Regional Council Grant Assistance Program until the October 2nd Board Meeting, and for the County Manager to reach out to other participating counties in the meantime.

Mover: Cameron Sharpe

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

Motion Result: Passed

VIII. MANAGERS REPORTS

VIII.A Strategic Plan Report Out

Clerk to the Board/Communications Specialist Hailey Hall provided the Board with the quarter three report out of the Strategic Plan, a copy of which is attached and incorporated into these minutes.

VIII.B Monthly Financial Reports

Finance Director Candace Iceman provided the Board with the July month financial report.

Ms. Iceman then introduced Financial Intern and Americorps Fellow Suzy Brito Lagunas, who recently graduated from UNC - Chapel Hill and plans to attend law school. Ms. Brito Lagunas said she is thankful to come back to her hometown for this opportunity.

JULY 2023.pdf

May 2023 Sales Tax revenues.pdf

VIII.C County Manager's Monthly Report for August 2023

County Manager Lisa Minter provided her monthly report, a copy of which is attached and incorporated into these minutes. Parks and Recreation Director Joseph Keel and Assistant County Manager Jennifer Gamble provided an update on the Horton Park Pool. The ribbon cutting is scheduled for September 8th at 3:30 p.m. and will be open on September 8, 9, 10, 16, and 17 to the public. Ms. Gamble said details for the event will not be announced to the public until the pool passes inspection with Environmental Health and NCDEQ. Ms. Gamble said staff is proposing the Board

take action to waive the gate fee for the two weekends the pool would be open. County Attorney Whitney Parrish provided an update on pretrial services. Ms. Minter also noted the Library had a successful POP!-Con and will provide statistics of the event to the Board.

County_Managers_Monthly_Report_August_21_2023.docx

Library_Level Up! AUGUST 2023 for website (8 Å— 11

in).pdf Parks and Rec_7.24.23 Agenda.pdf Parks and

Rec_6.26.23 Minutes.pdf

Permit_Issuance_Report July

2023_summary.pdf Tax_Monthly Managers

Report July 2023.docx TRC Agenda

[08.03.23].pdf

Motion: Motion to waive fees for public attendance of Horton Pool and the County will compensate Carolina Pool Management accordingly.

Mover: Robert Reives

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

Motion Result: Passed

IX. COMMISSIONERS' COMMENTS

Chairman Smith noted he is working with the Lee County Board of Education on their budget and CIP.

X. CLOSED SESSION

X.A Closed Session – Personnel

The Board went into Closed Session at 7:53 p.m. after a 10-minute break.

Motion: Motion to go into session per N.C. General Statute § 143318.11(a)(6) to consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

Motion: Motion to go out of Closed Session at 8:15 p.m.

Mover: Robert Reives

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

Motion Result: Passed

ADJOURN

Commissioner Reives left the meeting at 8:18 p.m. but expressed support of the motion to approve the Chairman and Human Resources Directory meeting with the County Manager to conduct the manager's six-month review.

The Board went back into Open Session at 8:18 p.m.

Motion: Motion to approve the Chairman meeting with the County Manager and the Human Resources Director to go over the County Manager's six-month review.

Mover: Cameron Sharpe

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

Absent: 1 - Robert Reives

Motion Result: Passed

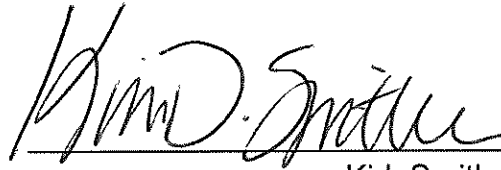
Motion: Motion to Adjourn. The Board adjourned at 8:19 p.m.

Mover: Taylor Vorbeck

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

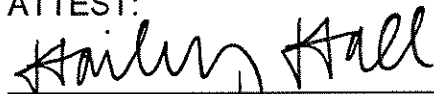
Absent: 1 - Robert Reives

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



FORM A**Local Funder Maintenance Of Effort
Report & Declaration | FY 2023-2024**

Submit one form for each city / county local funder

The LEE COUNTY LIBRARIES

Name of Library

will maintain its local governmental support in order to receive State Aid funds in accordance with North Carolina Administrative Code, Chapter 7, Subchapter 21, Section .0200.

List TOTAL county or city appropriations (excluding State Aid, programs federally funded such as E-rate and LSTA, one time expenditures, and capital outlay) budgeted and available for expenditure FY 2023-2024: .

TOTAL (\$) 1,148,409.00*Enter numbers only. 25000 becomes \$25,000*

Date the budget was approved by the Board of Commissioners / City Council:

06/05/2023*I certify that the appropriation for FY 2023-2024 has been approved by*LEE COUNTY BOARD OF COMMISSIONERS

Board of Commissioners / City Council Name

LEE COUNTY

Name of County / City

*is supported by official records, and is available for expenditure by the library.**Kim D. Spivey*
County / City Manager Signature8-21-2023

Date

Please return this completed form to the requesting library and not the State Library.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

Candace Juman
Finance Officer, Lee County**State Aid Deadline 9/15/2023**Need help with this form? Contact sladmin@ncdcr.gov

FORM B

Maintenance Of Effort for In-Kind & Monetary Contributions | FY 2023-2024

The total for each line should reflect the "TOTAL (\$)" declared on FORM A for each local funder. Click the "Add Page" button for additional rows. The Grand Total will be calculated on Form C. [Click here to see additional instructions.](#)

LEE COUNTY LIBRARIES

Name of Library

Total County or City In-Kind Contributions and Appropriations Budgeted and Available for Expenditure FY 2023-2024

Enter numbers only. 25000 becomes \$25,000

County / City	In-Kind Contributions	Local Appropriations	TOTAL
LEE	\$	\$ 1,148,409.00	\$ 1,148,409.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
Page Total	\$ 0.00	\$ 1,148,409.00	\$ 1,148,409.00

Add Page

State Aid Deadline 9/15/2023
 Need help with this form? Contact sladmin@ncdcr.gov



**Average Maintenance of Effort
Report & Declaration | FY 2023-2024**

LEE COUNTY LIBRARIES

Name of Library

The **Grand Total** is calculated based on your FORM B table entries. The **Average** indicates the library system's average appropriation from all of its local funding sources from the last three fiscal years. Note that this number is pulled from your entry on the first page of this packet.

In order to meet Maintenance of Effort, the total appropriation for FY 2023-2024 must equal or exceed the average figure of the last three fiscal years. The printed name of the Library Director on this form certifies the accuracy of information. The Library Director's signature will be required on FORM E. [Click here to see additional instructions for this form.](#)

AVERAGECounty and / or City Appropriations Budgeted
and Available for Expenditure:FY 2020-2021, FY 2021-2022,
FY 2022-2023*(Excluding capital outlay and State Aid
appropriations)*\$ 743,950.00**GRAND TOTAL**County and / or City Appropriations
Budgeted and Available for Expenditure

FY 2023-2024

*(Excluding capital outlay and State Aid
appropriations)*\$ 1,148,409.00**BETH LIST****08/08/2023**

Library Director printed name certifying accuracy of information

Date

State Aid Deadline 9/15/2023Need help with this form? Contact sladmin@ncdcr.gov

FORM D**Assurance of Professional Librarians Whose Salaries are Funded with State Money | FY 2023-2024**

Check the appropriate box to indicate whether or not you pay any professional salaries in part or in whole with State Aid funds. If you do pay professional salaries with State Aid funds, list names, titles, and salary amounts. The printed name of the Library Director on this form certifies accuracy of information. The Library Director's signature will be required on FORM E. Click the **Add Page** button for additional fields. [Click here to see additional instructions.](#)

LEE COUNTY LIBRARIES

Name of Library

- Does **not** pay any professional salaries from State Aid funds
- Does pay the following professional salaries in whole or in part from State Aid funds

BETH LIST

08/08/2023

Library Director printed name certifying accuracy of information

Date

The following professional librarians* (minimum annual salary \$41,429**) will be paid in full or in part from State Aid funds. *Enter numbers only. 25000 becomes \$25,000.*

Name: _____

Position: _____

Salary: _____

Name: _____

Position: _____

Salary: _____

Name: _____

Position: _____

Salary: _____

*Professional librarians have received a Masters Degree in Library and Information Science.

** Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources. Administrative Code, Title 7, Subchapter 2I, Section .0201, Rule 7.

Add Page

State Aid Deadline 9/15/2023

Need help with this form? Contact sladmin@ncdcr.gov



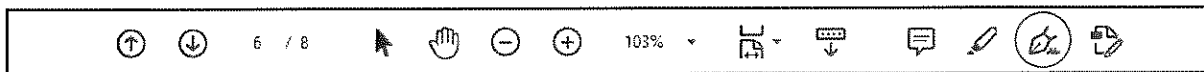
FORM E

**Library Director State Aid
Certification | FY 2023-2024**

By signing Form E, the Library Director certifies the accuracy of all information on Forms A-D. *Note: Sign this form ONLY after entire application is completed. Once signed, the application will lock and no additional information can be added. Contact sladmin@ncdcr.gov with any issues.*

How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by selecting the icon to "Sign document by typing or drawing a signature":



OR Click the signature field to set up a Digital Signature Identity to sign.

Beth List

Digitally signed by Beth List
Date: 2023.08.08 12:39:34 -04'00'

Library Director Signature

Date

OFFICE USE ONLY	
Application reviewed & accepted	

Name	

Date	

07 NCAC 02I .0201 QUALIFICATIONS FOR GRANT ELIGIBILITY

- (1) Be established pursuant to Article 14, Chapter 153A of the North Carolina General Statutes;
- (2) Provide library services in compliance with applicable State and federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a cataloged collection that is open to the public a minimum of 40 hours per week;
- (3) Employ a full-time library director having or eligible for North Carolina public librarian certification. For the purpose of this Rule, "full-time" means working a minimum of 35 hours per week;
- (4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations;
- (5) Secure aggregate operational funds from local sources that are at least equal to State aid;
- (6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its State allocation;
- (7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources;
- (8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles;
- (9) Submit to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees;
- (10) Submit a current long-range plan of service to the State Library of North Carolina. For the purpose of this Rule, a "long-range plan of service" is a plan of at least five years. Upon request, the library shall submit an assessment of a community's library needs to the State Library of North Carolina;
- (11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit; and
- (12) Meet the following when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
 - (a) meet all requirements of this Rule on July 1 of the year prior to the fiscal year that the library plans to receive State aid;
 - (b) continue to meet all requirements of this Rule from July 1 to June 30 of that year, which shall be known as the "demonstration year";
 - (c) file a full application for State Aid by the June 30 deadline at the close of the demonstration year in order to receive State aid in the next fiscal year.

The type of library and its governance determine the signature required on this document:

County Library: Chair of County Commissioners Regional Library: Chair of Regional Board of Trustees
Municipal Library: Chair of Town/City Council Independent County Library: Chair of Board of Trustees

I, KIRK SMITH

CHAIR OF COUNTY COMMISSIONERS

(Printed Name)

(Title)

certify that LEE COUNTY LIBRARIES meets the above requirements
(Library Name)

and hereby applies for funding from the Aid to Public Libraries fund.

Kirk Smith LEE COUNTY BOARD CHAIRMAN 08/21/2023
 (Authorized Official Signature - Not Library Director) (Date)

State Aid Deadline 9/15/2023

Need help with this form? Contact sladmin@ncdcr.gov



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 8/21/23/02
 DATE: August 21, 2023

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
FUND BALANCE APPROPRIATED	1100-3990-39900	Fund Balance	3,000,000	569,913	3,569,913
HEALTH DEPT	1100-3510-33720	NC CARES 360 GRANT	-	56,425	56,425
HEALTH DEPT	1100-3510-33380	DEHNR GENERAL ADMIN	88,990	74,705	163,695
TOTAL CHANGES				<u>701,043</u>	

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


DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
NC CARES	1100-5112-43410	TRAVEL	-	1,500	1,500
NC CARES	1100-5112-43510	TELEPHONE	-	1,800	1,800
NC CARES	1100-5112-43540	PRINTING	-	1,500	1,500
NC CARES	1100-5112-43960	CONTRACTED SERVICES	-	50,125	50,125
NC CARES	1100-5112-44100	OFFICE DEPT SUPPLIES	-	1,500	1,500
PLANNING	1100-4912-44720	COMMUNITY PROJECT	-	125,000	125,000
SOCIAL SERVICES	1100-5313-45610	INCENTIVES	11,000	9,562	20,562
HUMAN SERVICES REV LOSS	1100-5816-48385	OUTREACH MISSION	-	210,000	210,000
PARKS AND REC	1100-6120-46800	FACILITY DEVELOPMENT	214,920	166,523	381,443
GENERAL SERVICES	1100-4262-43330	MAINTANCE-GROUNDS	55,000	7,600	62,600
GENERAL SERVICES	1100-4262-46200	BUILDING IMPROVEMENTS	729,500	51,228	780,728
HEALTH	1100-5100-41200	SALARIES AND WAGES	571,193	51,005	622,198
HEALTH	1100-5100-42100	FICA	43,696	3,902	47,598
HEALTH	1100-5100-42210	RETIREMENT	73,121	6,555	79,676
HEALTH	1100-5100-42220	401K RETIREMENT PLAN	28,452	2,551	31,003
HEALTH	1100-5100-42300	GROUP INSURANCE	104,782	10,692	115,474
TOTAL CHANGES				<u>701,043</u>	

SECTION III. THE FOLLOWING DRUG SEIZURE (2110) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
DRUG SEIZURE FB APPROP	2110-3990-39900	DRUG SEIZURE FUND BALACE	-	20,000	20,000
TOTAL CHANGES				<u>20,000</u>	

SECTION IV. THE FOLLOWING DRUG AND SEIZURE FUND (2110) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
PUBLIC SAFETY	2110-4310-44230	OFFICER SUPPLIES	-	5,000	5,000
PUBLIC SAFETY	2110-4310-46400	CAPITAL OUTLAY	-	5,000	5,000
PUBLIC SAFETY	2110-4310-46412	TECHNOLOGY EQ \$500-\$4999	-	5,000	5,000
PUBLIC SAFETY	2110-4310-46415	EQUIPMENT < \$500	-	3,000	3,000
PUBLIC SAFETY	2110-4310-46416	TECHNOLOGY EQUIPMENT < \$500	-	2,000	2,000
TOTAL CHANGES				<u>20,000</u>	


 KIRK SMITH, CHAIR




 HAILEY HALL, CLERK TO THE BOARD

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (the "Agreement") is made and executed on the dates set forth below the parties' signatures, to be made effective on the last date of signature (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC (the "Practice") and Lee County Government (the "Client").

RECITALS:

WHEREAS, Client desires to effectively contain operational expenses and increase organizational productivity by providing certain occupational health services to its eligible employees;

WHEREAS, Client is need of providers that are qualified and duly licensed to provide such occupational health services to its eligible employees;

WHEREAS, Practice employs or otherwise contracts with certain health care providers who are qualified and duly licensed to provide occupational health services; and

WHEREAS, Client desires to acquire certain occupational health services from Provider, and Provider desires to provide such services to Client as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1 - Description of Services.

1.1 Services. Practice will provide the occupational health services as set forth in Exhibit A, attached hereto and incorporated herein by reference to Client's eligible employees. Practice will provide Medical Directorship oversight of the occupational health services program as set forth in Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Services").

Section 2 - Compensation; Billing.

2.1 Compensation. In consideration of the Services provided by Practice hereunder, Client shall pay Practice the fees set forth in Exhibit A (the "Compensation"). The parties acknowledge and agree that the Compensation being paid by Client hereunder is fair market value for the services being provided by Practice and that such Compensation has not been determined in a matter that takes into account the volume or value of patient referrals or health care business generated between Client and Practice and/or any of their affiliates.

2.2 Billing. Practice will be responsible to submit invoices directly to Client for whom the services are provided based on Practice's then-current policies. Invoices submitted by Practice shall be rendered to Client on a monthly basis, and payment shall be due thirty (30) days from Client's receipt of such invoices. Each invoice shall indicate the Services provided and rate charged to Client.

Section 3 - Term; Termination.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter (the "Initial Term").

3.2 Termination Without Cause. Either party may terminate this Agreement, without cause, by providing not less than sixty (60) days' prior written notice stating the intended date of termination. In the event that either party terminates this Agreement during the first year of the Initial Term, the parties shall not enter into a different agreement for the same services until the first anniversary of the Effective Date.

3.3 Termination by Practice. Without limiting any of Practice's other termination rights under this Agreement, Practice may immediately terminate this Agreement in the event that: (a) Client, if applicable, undergoes a general assignment for benefit of creditors, files a petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Client if the same are not dismissed within forty-five (45) days of service; (b) Medicare, Medicaid, or any other

federal, state, or local legislative or regulatory authority adopts any rule, regulation, policy, procedure or interpretation thereof that, on advice of Practice's fiscal or legal counsel, requires that this Agreement or any Exhibit be terminated; or (c) Practice closes or loses Medicare certification.

3.4 Termination for Material Breach. In addition to any other termination rights that either party may have under this Agreement, either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with written notice specifying the nature of the breach. The breaching party shall then have twenty (20) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement or the applicable Exhibit(s). If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the twenty (20) day period without further notice or demand.

3.5 Effect of Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements that expressly extend beyond the termination, including, but not limited to, those set out in Section 5, 6.6, and 6.8.

Section 4 - Change of Circumstances.

4.1 In the event that Medicare, Medicaid, any third party payor or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof that establishes a material change to the manner of either party's operations under this Agreement or an Exhibit and/or the costs related thereto, then upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement and/or the applicable Exhibit(s) to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement and/or the applicable Exhibit(s) shall continue, then either party may terminate this Agreement and/or the applicable Exhibit(s) upon thirty (30) days' prior written notice.

Section 5 - Insurance; Indemnification.

5.1 To the extent provided by the law, each party hereby agrees to indemnify (the "Indemnifying Party") and hold harmless the other party (the "Indemnified Party") from and against any claim, damage, loss, expense, liability, obligation, action or cause of action, including reasonable attorneys' fees and reasonable costs of investigation, that the Indemnified Party may sustain, pay, suffer or incur by reason of any negligent act or omission of the Indemnifying Party in connection with services provided and duties undertaken under this Agreement, including any claims for personal injury or wrongful death.

5.2 Client and Practice shall each (i) maintain in force at all pertinent times at each party's sole expense a policy of general and professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, Three Two Million and 00/100 Dollars (\$2,000,000.00) in the annual aggregate and (ii) if applicable, participate in the appropriate state compensation fund. Each party shall also maintain workers' compensation insurance for its employees in accordance with applicable State requirements. Each party shall furnish, at the other party's request, certificate(s) of insurance evidencing the aforementioned coverage.

5.3 Each party agrees, and it is the stated intent of each party, that they shall only be liable to the other party under this Section for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of each party. If such allocation is not determined by a court of competent jurisdiction and the parties in good faith are otherwise unable to agree to such allocations, either party hereto may bring an action, including a summary or expedited proceeding, to compel binding arbitration of such matter.

5.4 Each party specifically reserves any common law right of indemnity and/or contribution that either party may have against the other.

Section 6 - Miscellaneous.

6.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and may not be amended or modified except by the mutual written agreement of the parties. This Agreement may each be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.2 Partial Invalidity; Waiver. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

6.3 Assignment. Client may not assign any of its rights or obligations hereunder without the prior written consent of Practice. Practice may assign this Agreement to any successor to all, or substantially all, of Practice's operating assets or to any affiliate of Practice. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.4 Independent Contractor. The parties are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with the other.

6.5 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require either party to refer or admit any patients to, or order any goods or services from the other. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b).

6.6 Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If a party carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by either party by virtue of this Agreement.

6.7 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by reputable overnight delivery service such as Federal Express or UPS and shall be deemed given the following day. All notices to Client or Practice shall be addressed to Client's Address and Practice's Address as set forth on the signature page of Agreement, together with a required copy to 330 Seven Springs Way, Brentwood, TN 37027, Attention: Chief Legal Officer.

6.8 Alternate Dispute Resolution. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Health Lawyers Association in accordance with its rules. The award or decision rendered by the arbitrator will be final, binding, and conclusive, and judgment may be entered upon such award by any court of competent jurisdiction. The arbitration process itself, and any other information or disclosures revealed by either party to the arbitrator or to the other party during the arbitration process will be confidential. No disclosure of the award shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. The location of such arbitration shall be in the city where the Practice is located unless the parties mutually agree to another location. The dispute shall be governed by the laws of the State. Further, the prevailing party shall be entitled to recover all costs and expenses associated with arbitration, including reasonable attorneys' fees. If the arbitrator determines that neither party has substantively prevailed, the parties shall bear equally the fees and costs of the arbitrator and the related expense of arbitration. This section specifically survives the termination of this Agreement.

6.9 Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Practice and Client. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any of Client's eligible employees.

6.10 Confidentiality. To the maximum extent allowed by law and to the extent consistent with Client's legal obligations as a local government, Client acknowledges and agrees that this Agreement is confidential. Neither Client nor any of its employees, agents, or representatives shall disclose this Agreement or any terms hereof to any third parties except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Additionally, during the term of this Agreement, Client will have access to and become acquainted with confidential information and trade secrets of Practice, including information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of Practice and used in the course of Practice's business, and shall be proprietary information protected under the Uniform Trade Secrets Act. Neither Client nor any of its employees, agents, or representatives shall disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of provision of services under this Agreement.

6.11 Governing Law. This Agreement shall be governed by the laws of the state in which Practice is located (the "State").

6.12 Compliance. Client represents and warrants that (i) neither it nor any of its officers, directors, or managing employees is excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; and (ii) neither it nor any of its officers, directors, or managing employees has been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Client acknowledges and agrees this is an ongoing representation and warranty and a material term of the Agreement. Any breach or nonfulfillment of same will entitle Practice to immediately terminate this Agreement.

6.13 Non-Discrimination. Neither party shall discriminate against any person on the basis of race, color, national origin, disability or age in admission, treatment, program participation, services, activities or employment.

6.14 Master Contract Database. To the extent required by 42 C.F.R. § 411.357(d)(1)(ii), all service agreements between Practice and Client are maintained electronically in a master contract database that is maintained and updated centrally and is available for review upon request by an authorized governmental official.

6.15 Promotion/Publication. Neither party shall use the name of the other party or the name of other party's parent company, subsidiaries, or affiliated facilities in any advertisement, press statement, or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving in advance the express written permission from the other party. Any request for permission should include the complete text of the publication, statement, or document in which the name usage will appear and be subject to edit by the other party.

6.16 Physician Ownership. Client represents and warrants, at the time of execution of this Agreement, that none of its owners are physicians (publicly-traded stock excepted), that create, or might create, a referral relationship to the Practice in violation of the federal and state fraud and abuse laws and regulations; and further, that for the duration of this Agreement, Client shall notify the Practice of any change in its ownership structure that would result in the creation of such a referral relationship.

6.17 HIPAA. Practice is being engaged solely for the provision of professional services, which the parties agree constitute a "treatment use" of "protected health information." Practice will inform Client in the event that Practice is asked to perform any administrative services that would make Practice a business associate of Client (as defined under the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164 (the "HIPAA Privacy Regulations")). In the event that Practice is deemed a business associate of Client, Client and Practice will enter into Practice's form Business Associate Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, Practice and Client have duly executed this Agreement as of the dates set forth below, and each of the foregoing certifies that:

- 1) As of the date of the signatures below, this Agreement constitutes a binding agreement to perform services as of the Effective Date and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
- 2) The compensation arrangement is established at fair market value for the Services to be rendered, and this Agreement is for Services that are needed and reasonable in scope;
- 3) This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties;
- 4) Until the Agreement is listed in Practice's Master Contract Database to the extent required by 42 C.F.R. § 411.357(d)(1)(ii), no payment shall be made nor services accepted under this Agreement; and
- 5) Upon the Effective Date of this Agreement, no payments shall be made and no services accepted beyond the terms of this Agreement or the terms of other company-approved agreements between the parties.

DLP Central Carolina Medical Group, LLC
By:
Name: Pamela J. Kane
Date:

Lee County Government	KIRK D. SMITH
By:	<i>[Signature]</i>
Title:	BOARD CHAIRMAN
Date:	08/21/2023
Address:	408 SUMMIT DRIVE

SANFORD, NC 27330

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

Candace Jeman
Finance Officer, Lee County

This Occupational Health Services Addendum (the "Addendum") is attached to, made a part of, and executed simultaneously with that certain Agreement between the undersigned of even date herewith.

Section 1 - Services Generally.

Practice will support Client in its goals to effectively contain operational expenses and increase organizational productivity by providing occupational health services to Client and Client's eligible employees. Such occupational health services shall be limited to those occupational health services that are provided by Practice to its other similarly situated patients and will include those set forth on Exhibit B. As part of the Services, Practice shall provide guidance and resources in efforts to optimize the clinical experience for both Client and its eligible employees. In addition, Practice will collaborate with Client to develop a mutually agreeable care delivery system that is intended to meet the reasonable Service needs of Client and its eligible employees and will introduce new evidence-based practices as they become available.

Section 2 - Eligible Employees.

In order to be eligible to receive Services under this Agreement, a person must (i) be a current employee of Client upon the day of treatment or appointment (excluding retirees, volunteers, interns, etc.) and (ii) provide Client-provided employee identification when seeking treatment under this Agreement (each such eligible employee an "Employee" and collectively, the "Employees"). Spouses and/or dependents of Employees are not eligible to receive services under this Agreement.

Section 3 - Providers.

To facilitate the provision of occupational health services to the Employees hereunder, Practice will make available certain of its providers (each, a "Provider" and collectively, the "Providers") to provide such services. The Providers will be Practice employees or contractors, where all credentialing, supervision, and associated labor costs will be the responsibility of Practice.

Section 4 - Hours of Operation.

Practice shall provide the Services on a schedule as mutually agreed upon by both parties a minimum average of Twenty (20) hours per week (the "Hours of Operation"). The Hours of Operation may be changed as needed, subject to the mutual agreement of both parties. Patients seeking care for personal and/or work-related injuries and illnesses outside of the Hours of Operation shall seek care at a hospital emergency room or 911 for emergent matters. For non-emergent personal and/or work-related injuries and illnesses needing immediate attention outside of the Hours of Operation, Client's employees shall seek care from their primary care physicians' offices and/or an urgent care center.

Section 5 - Emergencies.

All emergent matters shall be handled by calling 911. Practice shall not assume authority of the patient's care in these situations and shall follow the protocol as mutually agreed upon by Practice and Client. The Providers can facilitate the transfer of patients to Practice's emergency department, but the parties acknowledge and agree that the Employees have the freedom to choose any hospital, emergency department, or health care provider for their choosing.

Section 6 - Consent and Authorization.

Employees receiving Services under this Agreement will (i) provide a signed Consent for Treatment form to one of the Providers and (ii) provide written authorization to one of the Providers which allows Practice, the Providers, and the Practice's other representatives to communicate with the Client and the Employee's their primary and/or ancillary provider(s) regarding the Services provided to the Employee pursuant to this Agreement.

Section 7 - Supplies.

Client shall provide any expendable supplies, equipment, and services necessary for the proper operation of the Services. Additionally, Client shall be responsible for the maintenance and all associated costs of medications, vaccines, immunizations, etc. for the proper operation of Services.

Section 8 - Location of Services.

Practice and the Providers will provide the Services at The Client's employee health clinic located on Client's property, or other agreed-upon location, where all associated Practice costs will be the responsibility of Client. The Practice and the Providers will have access to Client telephone and internet networks at no additional fees to Practice.

Section 9 - Compensation.

In consideration of the Services provided by Practice under the Agreement, Client shall pay Practice in accordance with the following:

PROVIDER FEES	ANNUAL FEE
Provider Fee (Nurse Practitioner & Medical Assistant)	\$134,160
ADDITIONAL FEES	ANNUAL FEE
Medical Directorship	\$12,000
ANNUAL TOTAL	\$146,160

Section 10 - Miscellaneous.

Capitalized terms used in this Addendum shall have the same meanings as in the Agreement unless otherwise defined herein.

Section 11 - Signatures and Approvals.

Each of the undersigned hereby certifies:

- 1) I have reviewed the Addendum described above;
- 2) As of the date of the signatures below, this Addendum constitutes a binding agreement to perform Services as of the Effective Date.
- 3) The compensation arrangement is established at fair market value for the Services to be rendered; and
- 4) There are no agreements or understandings, whether written or oral, that condition the compensation on the volume or value of any referrals or other business generated between the parties.

DLP Central Carolina Medical Group, LLC
By:
Name: Pamela J. Kane
Date:

Lee County Government	KIRK D. SMITH
By:	<i>Kirk D. Smith</i>
Title:	BOARD CHAIRMAN
Date:	08/21/2023

Finance Officer, Lee County

~~This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.~~

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

Candace Stelman
Finance Officer, Lee County

EXHIBIT B
Medical Director Services

Physician shall serve as the Medical Director for Lee County Health Department Employer's Occupational Health Program (as used herein, the "Program"). Physician shall (i) provide direction in all phases of patient care; (ii) actively support the Program; and (iii) provide the necessary physician coverage, without limitation, for the Program. Physician shall perform the following specific duties related to the medical directorship (the "Medical Director Services")

- A. Perform annual review of lab services and lab procedures manual.
- B. Review charts for the Program in accordance with completion, that services are appropriate, and notations are accurate and that they follow all applicable laws and regulations.
- c. Ensure all applicable laws, regulations, and/or statutes applying to non-physician practitioners are followed.
- D. Participate as requested in the administrative functions as necessary to ensure the effective and efficient management of the Program.
- E. Participate as requested in Program's plans and programs adopted to assess and improve the quality and efficiency of Program's services, including, but not limited to, quality assessment and improvement, utilization review, risk management, and infection control.
- F. Provide such supervision, management, and oversight to the Program to assure that the professional services rendered meet or exceed accepted standards of care.
- G. Participate as requested in the long-range planning of Program, including, but not limited to, equipment selection, budgeting, and staffing.
- H. Provide medical consultation to the Director and other managerial staff to assure that administrative procedures are compatible with medical practices.
- I. Provide medical consultation to the Nursing Supervisor in matters of medical practices.
- J. Inform Director or their designee of planned absence from the community at least 2-weeks prior to absence and make arrangement for a back-up during absences.
- K. Provide protocols, clinical policies, seven-day telephone consultation, and other written as well as verbal instructions for nurse practitioners, registered nurses, lab technicians and sanitarians to assure compliance with general accepted legal, ethical, and professional norms.
- L. Cooperate with Program regarding administrative, operational or personnel problems in the Program and promptly inform Program leadership.
- M. Assist Program with all regulatory issues pertaining to the medical services provided by Central Carolina Medical Group as well as those required for services provided by the Program.
- N. Assure the maintenance of accurate, complete, and timely patient and other records regarding the services to facilitate the delivery of quality patient care and provide the information required for Program to obtain payment for its services.
- O. Perform all other duties as reasonably assigned by Employer Program that pertain to the Medical Director Services and align with Physician's qualifications.



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 0 CONE STREET**

WHEREAS, the County of Lee owns certain vacant property located at 0 Cone Street, PIN number 9653-40-6454-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 434, Page 75, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$10,700.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a Sheriff's foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$4,332.33; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Thomas Bridges ("Offeror") to purchase the property described above in the amount of \$4,500.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$4,500.00; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer in any higher, upsetting offer, subject to the upset bid procedure.

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

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.

4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.

7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.

8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.

9. The terms of the final sale are as follows:

- a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
- b. The property is sold "as is" with no conditions placed on the bid.
- c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
- d. Advertising fees are non-refundable once spent.
- e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.


10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 21 day of August, 2023.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk
Lee County Board of Commissioners





**PROCLAMATION RECOGNIZING THE ACHIEVEMENTS OF
THE LEE COUNTY GYMNASTICS TEAM**

WHEREAS, the Lee County Gymnastics Team exhibited hard work, dedication, and exceptional talent in their recent competitions and throughout the 2023 season; and,

WHEREAS, thirteen gymnasts represented Lee County and competed at the AAU National Championship in Orlando, FL, along June 30-July 3 with 3,000 gymnasts from across the country; and,

WHEREAS, during this competition, the Lee County gymnasts received six gold, six silver, and nine bronze medals, along with two national champions who received first place in the All-Around event division, one of which received a plaque and a pin for being the highest scoring gold in their session; and,

WHEREAS, earlier in the season, the Lee County Gymnastics Team attended the AAU State Championship in Hickory, NC on May 6-7, facing over 1,000 fierce competitors at the highest division and levels; and,

WHEREAS, the Lee County gymnasts were successful and brought home their highest scores of the season, resulting in the crowning of many state champions, including six gold medalists, eleven silver medalists, and ten bronze medalists, as well as one All-Around gold medalist who also achieved gold on the Bars, Beam, and Floor events and silver on the Vault event; and,

WHEREAS, on March 25-26, the Lee County Gymnastics Team sent 25 gymnasts to the AAU Qualifier competition in Lake Norman, NC, during which the gymnasts received 19 first place event medals in total from the Vault, Bars, Beam, and Floor events, as well as four gymnasts who received first place in the All-Around event competition for having the highest All-Around score in their division, and in response to the gymnasts' hard work, five of the gymnasts achieved an All-Around score exceeding 37, which advanced them to the Elite Division; and,

WHEREAS, the Lee County Gymnastics Team was victorious in their endeavors, held the values and morals of Lee County above all else, displayed grace in victory and dignity in defeat, and embodied the true meaning of teamwork and sportsmanship, which will carry them to success in future seasons and in life; and,

NOW, THEREFORE, the Lee County Board of Commissioners hereby proclaim Tuesday, August 22nd, 2023 as *Lee County Gymnastics Team Day* in Lee County, North Carolina and call upon residents to observe this day recognizing and celebrating the Team and their contributions to and successes shared with the Lee County community.

Presented this 21st day of August, 2023.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



PROCLAMATION HONORING HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is celebrated nationwide from September 15th through October 15th each year. The observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover the month as it is celebrated today. It calls upon public officials, educators, librarians, and all the people of the United States to observe this time with ceremonies, activities, and programs; and

WHEREAS, since the 16th Century, North Carolina saw Spanish Explorers by the names of Lucas Vasques de Ayilon, Hernando de Soto, Domingo Fernandez, Pedro de Coronas, Captain Juan Pardo, and Sergeant Hernando Boyano, leaving a long Hispanic legacy on our state, and

WHEREAS, September 15th is significant because it is the anniversary of the independence of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Brazil, Mexico, Chile, Belize, celebrate their Independence Days on September 7th, 16th, 18th, and 21st respectively. Therefore, the observance of National Hispanic Heritage Month celebrates the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America, and the Caribbean islands; and

WHEREAS, during 2020, the U.S. Census Bureau counted 13,122 Hispanic residents in Lee County out of population of 63,285 people, or about 20.7% of the county's residents identified as Hispanic / Latino; and

WHEREAS, Lee County recognizes the unique and vital role our Hispanic and Latino residents play in the fabric of our economy and workforce, as well as our faith communities and social tapestry; and

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby proclaims September 15th through October 15th as Hispanic Heritage Month in Lee County and urges its residents to enjoy this cultural celebration.

Presented this 21st day of August, 2023.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board

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Article I. In General

Sees 4-1
thru 4-30 Reserved.

Article II. Animal Services
Division 1. Generally.

Sec. 4-31 Animal Services; Establishment and Composition.
Sec. 4-32 Authority and duties of Animal Services.
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Division 2. Unlawful and Prohibited Acts.

Sec. 4-37 Cruelty to animals.
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Sec. 4-41 Animals running at large.
Sec. 4-42 Possession or release of inherently dangerous exotic animals.
Sec. 4-43 Allowing dangerous animals to be unrestrained.
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Division 5. Impoundment, Redemption, and Adoption of Animals.

Sec .4-121 Impoundment.
Sec.4-122 Notice of impoundment.
Sec.4-123 Redemption by owner of impounded animal.
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Article III. Service Fees and Enforcement.

Division 1. Service Fees and Fines.

Sec. 4-161
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Sec. 4-191 Fees and Fines.

Division 2. Enforcement.

Sec. 4-194 Enforcement Responsibility.
Sec. 4-195 Authorized Enforcement Actions.

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ARTICLE I. IN GENERAL

Sec. 4-1
thru 4-30. Reserved.

ARTICLE II. ANIMAL SERVICES

DIVISION 1. GENERALLY

Sec. 4-31. Animal Services; establishment and composition.

(a) There is hereby created the Animal Services section of the county which shall be composed of such number of employees as shall be determined by the board of commissioners. Unsworn Animal Services employees shall be appointed by the health director and compensated in accordance with the personnel policies of the county. Sworn Animal Services employees shall be appointed by the Lee County Sheriff and compensated in accordance with the personnel policies of the county.

(b) Employees or agents enforcing this Chapter shall be designated as Animal Services Officers. In the performance of their duties, Animal Services Officers shall have all powers, authority and immunity granted under this Chapter and by the general laws of this State to enforce the provisions of this Chapter, and the General Statutes of North Carolina as they relate to the care, treatment, control or impounding of animals.

(c) Except as may be otherwise provided by statutes, local laws or ordinances, no law enforcement officer, or Animal Services Officer or agent enforcing the provisions of this Chapter or other applicable state laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties, unless he acts with actual malice.

Sec. 4-32. Authority and duties of Animal Services.

(a) Sworn Animal Services Officers shall be charged with the responsibility of:

- (1) Enforcing, in this county, all state laws, and county ordinances and resolutions relating to the care, custody and control of animals;
- (2) Assisting in the enforcement of the laws of the state with regard to animals and especially with regard to the vaccination of animals against rabies and the confinement or controlling of dangerous animals and inherently dangerous exotic animals;
- (3) Investigating animal cruelty and abuse;
- (4) Making such canvasses of the county, including the homes in the county, as it deems necessary for the purpose of ascertaining that all animals are vaccinated against rabies as required by local ordinance or state statutes.

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(b) It shall be the duty of sworn and unsworn Animal Services Officers, as their assigned duties require, to keep, or cause to be kept, records of:

- (1) The impoundment and disposition of all animals coming into the county animal shelter and other shelters that may be used by the county;
- (2) Bite cases, violations of state law or county ordinance, complaints and investigations of complaints;
- (3) All monies belonging to the county derived from the collection of service fees authorized by this Chapter and fines and convictions for the violation of the criminal provisions of this Chapter, and;
- (4) Any other matter related to the operation of Animal Services as directed by the health director of Lee County or the Sheriff of Lee County, as appropriate.

Sec. 4-33. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning is intended:

Altered means an animal that has been surgically spayed or neutered.

Animal shelter means any premises designated by the county for the purpose of impounding and caring for all animals found running at large or otherwise subject to impoundment in accordance with the provisions of this Chapter.

At large means the animal is on the property of a person other than the animal's owner without that person's consent and not under the physical control of its owner or another competent person.

Attack means the approach of an animal, on or off its owner's property, toward a person in a vicious, terrorizing or threatening manner, or apparent attitude of attack, without the animal having been teased, molested, provoked, beaten, tortured or otherwise harmed.

Attack training facility means a place operated by any person that is used for boarding, breeding, selling or training dogs or other animals in mode of attack, except for facilities providing canine law enforcement training or support; or training for lawful, organized canine sports and competition; or training of personal protection canines under the guidance of a certified trainer, and that are members in good standing of the National Tactical Police Dog Association, the Protection Sports Association, or other national accrediting organization approved by the Lee County Health Director.

Dangerous animal means any animal that without provocation has killed or inflicted severe injury on a person; or is determined by the Animal Services Supervisor or Appeals Board, as provided for in Section 4-43, potentially dangerous because the animal has engaged in one or more of the following behaviors: inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or

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hospitalization; killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Domestic animal means any of various animals domesticated by men so as to live and breed in a timely condition, including but not limited to horses, sheep, cattle, goats, hogs, poultry, cats, and dogs.

Health Director means the director of Lee County Public Health Department.

Inherently dangerous exotic animal is any member of the canidae, felidae or ursidae families, including hybrids thereof, which due to their inherent nature, as generally described below, may be considered dangerous to humans, and any member of the class reptilia which is venomous or the order of Crocodylia. Inherently dangerous exotic animals include, but are not limited to:

(a) Canidae including any member of the dog (canid) family not customarily domesticated by man, or any hybrids of such canidae, thereof, including Wolf hybrids, which are a cross between a wolf and a domestic dog, but not including domestic dogs (*Canis Familiaris*);

(b) Felidae including any member of the cat family weighing over fifteen (15) pounds not customarily domesticated by man, e.g., lions, tigers, cougars, cheetahs, pumas, or any hybrids of such felidae, but not including domestic cats (*Felis catus*);

(c) Ursidae including any member of the bear family, or hybrids of such ursidae;

(d) A venomous reptile including all members of the families Helodermae (e.g., gila monsters and Mexican bearded lizards), Viperidae (vipers), Crotalidae (pit vipers), Atractaspidae (burrowing asps), Hydrophilidae (sea snakes), and Elapidae (cobras, coral snakes, and their allies), as well as any "rear fanged" snakes of the family Colubridae that are known to be dangerous to humans e.g., *Dispholidus typus* (boomslang), *Thebitornis kirtlandii* (Twig snake) and *Rhabdophis* (keelbacks), and;

(e) Members of the order of Crocodylia (e.g., crocodiles, alligators, and caiman).

Exposed to rabies means an animal, except for a human being, which has been bitten by or been exposed to any animal known or reasonably suspected to have been infected with rabies.

Microchipped means to permanently implant a radio-frequency identification chip into an animal containing information identifying the animal's owner.

Neutered means any male animal which has been operated upon to prevent conception.

Owner means any person keeping, having charge of, sheltering, feeding, harboring or taking care of any animal for 72 hours or more. If the owner

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of an animal is a minor, the parent or guardian of such minor shall be considered the animal's owner.

Person means an individual human being.

Pet means a domesticated animal kept for pleasure rather than utility.

Restraint means an animal that is:

- (1) Controlled by means of a tether or leash;
- (2) On or within a vehicle being driven;
- (3) Within an enclosure or a secure enclosure as defined in this Chapter; or
- (4) Within the dwelling house of the owner.

Secure enclosure means a structure as defined in Section 4-63. A dwelling place, garage, out-building or similar structure is not considered to be a secure enclosure.

Spayed means any female animal which has been operated upon to prevent conception.

Stray means any dog or cat that appears stray, homeless or unwanted, and any dog that is not displaying a valid rabies tag, except when the dog is being displayed or performing at a show, hunting, performing at obedience trails, tracking tests, field trials, schools or other similar events sanctioned and supervised by a recognized organization.

Tethered or Tethering means attaching an animal to a stationary object by means of a chain, cable, rope, or similar device.

Division 2. Unlawful and Prohibited Acts.

Sec. 4-37. Cruelty to animals.

(a) It is unlawful for any animal owner or other person to fail to comply with North Carolina General Statutes Sections 14-360 thru 14-401, as may be amended, prohibiting animal cruelty. Criminal punishment for violations of the animal cruelty statutes shall be as provided for by North Carolina law.

(b) An animal cruelty investigator may be appointed by the county board of commissioners as provided for under North Carolina General Statute Section 19A-45. This person shall have the responsibility for carrying out the defined duties of an animal cruelty investigator as mandated by North Carolina General Statute Sections 19A-46 thru 19A-47. Animal Services may be requested to accompany the investigator on animal seizures.

Sec. 4-38. Abuse of animals.

(a) It is unlawful for the owner of any animal to fail to:

- (1) Provide at suitable intervals, and at least once every twenty-four (24) hours, a quantity of wholesome foodstuff suitable for the species' physical condition and age, and sufficient to maintain an adequate level of nutrition for the animal; and

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(2) Provide continuous access to a supply of clean, fresh, potable water, either free-flowing or in a receptacle. If pans or dishes are used as receptacles, they must have weighted bottoms or be mounted or secured in a manner that prevents tipping; and

(3) Provide proper shelter for the animal as defined in this Chapter.

(4) Provide veterinarian care and medical treatment for debilitating injuries, parasites and disease sufficient to maintain the animal in good health and minimize suffering; and

(5) Shelter or enclose an animal in any place that does not provide adequate drainage.

(b) Animal Services is authorized to impound an animal for which there is reasonable cause to believe has been abused or, in the alternative, to request the General Court of Justice to issue a seizure order for any animal for which there is probable cause to believe has been abused.

Sec. 4-39. Teasing and molesting of animals.

It shall be unlawful for any person to tease, bait or in any way molest any animal.

Sec. 4-40. Animals creating nuisance.

(a) It shall be unlawful for the owner of any animal to maintain the animal in such a manner so as to constitute a public nuisance. The actions of an animal constitute a nuisance when the animal disturbs the rights of, threatens the safety of, damages a member of the general public or interferes with the ordinary use and enjoyment of private or public property. By way of example and not of limitation, the following acts or actions by an animal are hereby declared to be a nuisance and are therefore, prohibited and unlawful:

(1) Habitually or repeatedly disturbs, interferes with or annoys human beings;

(2) Tipping over garbage pails or damaging gardens, flowers or vegetables gardens, and defecating on another property owner's property;

(3) Failing to confine in the owner's dwelling place, another building or secure enclosure a female dog or cat while in heat;

(4) Howling, barking, crying, meowing, squawking, or making other loud sounds or noises continuously for a period of ten minutes or more, or intermittently for one-half hour or more, at any time with the noise or sound disturbing the quiet comfort, repose, or health of a reasonable individual of normal sensitivities. It shall not be a violation of this Section if, at the time the animal is making the illegal noise; a person is trespassing or threatening to trespass upon private property in or upon which the animal is situated or has teased or provoked the animal. Any resident, owner, occupant, or tenant of property upon which the animal is situated shall be deemed a person in charge or otherwise exercising control over such animal. This provision shall not apply to public zoos or private animal

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attractions operated for profit to which the public has general admission and for which a permit has been issued by proper authority;

(5) Chasing, snapping at, attacking or otherwise molesting pedestrians, bicyclists, motor vehicle passengers or farm stock or domestic animals;

(6) Habitually or continuously loitering on public places, or;

(7) Being diseased and dangerous to the health of the public unless under the care of a licensed veterinarian.

(b) Abatement of Nuisance.

(1) When an Animal Services Officer observes a violation of this Section, he shall provide the animal's owner a written notice of the violation and an order that the nuisance must be abated within 48 hours from time of the notice. If the nuisance is not abated within 48 hours, Animal Services is authorized to impound the animal.

(2) Upon receipt of a written detailed and signed complaint that a person is maintaining a nuisance as defined in this Section, Animal Services shall provide the animal's owner a written notice that a complaint has been received and shall investigate the complaint and prepare a written report summarizing the facts and conclusions of the investigation.

(3) If the written report concludes the complaint is substantiated; Animal Services shall issue to the animal's owner a written notice of violation and an order that the nuisance must be abated within 48 hours from time of the notice. If the nuisance is not abated within 48 hours, Animal Services is authorized to impound the animal.

(4) If the owner of the animal creating the nuisance is unknown and cannot be reasonably ascertained, the animal shall be immediately impounded. A Notice of Violation and order of abatement, along with a general description of the animal creating the nuisance, shall be posted for three business days on or near the property where the animal was creating a nuisance, if practical, and at the county animal shelter. If after three business days, the owner of the animal remains unknown, the animal may be adopted, transferred to an animal rescue organization, or euthanized in compliance with this Chapter and state law.

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Sec. 4-41. Animals running at large.

(a) It shall be unlawful for:

(1) an animal to be "at large" as defined in this Chapter.

(2) a dog to be in a park other than a designated dog park, school, building or other area to which the public has access unless the dog is, at all times, on a leash.

(3) a female dog or cat to be at large during its estrus period. During this period, the owner must restrain the animal in a manner that will prevent it from coming in contact with a male of its species. This sub-section shall not be construed to prohibit the intentional breeding of animals on the premises of the owner of the animal.

(b) Exceptions.

(1) An animal which is not dangerous may be at large in the course of a show, obedience school, tracking tests, field training or other events sanctioned or supervised by a recognized organization.

Hunting dogs may be at large in the course of hunting, provided they are under the control of the owner.

(2) This exception does not exempt an owner from otherwise complying with any other provision of this Chapter.

(c) Animal Services shall impound at the county animal shelter any animal found to be at large in violation of this section.

(d) A dog or cat impounded for running at large may be reclaimed by its owner only upon the owner's agreement to have the animal micro-chipped at the owner's expense within thirty days of the date the animal is reclaimed. Proof of microchipping the animal impounded must be provided to Animal Services within 72 hours after the thirty day period has expired.

(e) Animal shall be vaccinated by the animal shelter when reclaimed at the owner's expense or written proof of rabies vaccination must be provided within 72 hours of reclamation. If owner decides to have the animal vaccinated at their chosen veterinarian, written proof must be provided to animal services within 72 hours of reclamation.

(f) A dog or cat impounded for running at large for a second or subsequent time may be reclaimed by its owner only upon the owner's agreement to have the animal altered at the owner's expense within thirty days of the date the animal is reclaimed. Notwithstanding this requirement, a dog or cat impounded for running at large a second or subsequent time will not be required to be altered provided the owner has notified the animal shelter of the missing animal within three (3) business days of impoundment.

(g) Disposition of an impounded animal shall be as provided in Section

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4-121.

Sec. 4-42. Possession or release of inherently dangerous exotic animals.

(a) It shall be unlawful for any person to harbor or to release from captivity in Lee County an inherently dangerous exotic animal. A harborer of an inherently dangerous exotic animal is any person, regardless of ownership, who allows an inherently dangerous exotic animal to remain, lodge, be fed, or be given shelter or refuge in any place over which the person has control.

(b) This Section does not apply to:

- (1) Veterinarian clinics in possession of such animals for treatment or rehabilitation purposes.
- (2) Any institute or organization, which exists primarily to educate the public in the areas of science and nature; which receives or has received financial support from federal, state, and/or local governments; which has a paid membership open to and composed of members of the general public; which is directed by a Board of Directors or similar body elected by a membership; and which has been declared a 501(c)(3) exempt organization by the Internal Revenue Service.
- (3) Non-resident circuses or carnivals during the period for which they are authorized to operate in the county pursuant to a permit issued by appropriate authority.
- (4) Persons temporarily transporting such animals through the county provided that such transit time shall not be more than 24 hours.

(c) Impoundment Authorized.

(1) Any person who harbors an inherently dangerous exotic animal in violation of this Section shall be given a notice of violation by Animal Services and the animal impounded. If the harborer is not present when the animal is impounded, the notice of violation will be posted at the place where the animal was impounded.

(2) Any animal impounded pursuant to this Section will be held three (3) business days for the harborer to claim pursuant to paragraph (3) of this Section. However, if the animal cannot be impounded safely by Animal Services or if proper and safe housing cannot be found for the animal, Animal Services shall immediately euthanize the animal.

(3) The harborer of the animal can reclaim the animal upon conditions established by the Animal Services Supervisor, and approved by the health director, including that a safe transfer of the animal to an appropriate location outside of the County has been arranged and shall immediately be made.

(4) If the harborer does not claim the animal or cannot be located within three (3) business days after impoundment, Animal Services may sell, transfer ownership of, or euthanize the animal at the discretion of the health director.

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(5) All costs of impoundment and care of the animal will be charged to its harborer regardless of whether the animal is claimed by or returned to said harborer. In the event the animal is reclaimed, such costs shall be paid in full prior to the harborer taking possession of the animal. If the animal is not reclaimed, the cost of impoundment and care shall be considered a debt to the county and collectable in a civil action.

Sec. 4-43. Allowing dangerous animals to be unrestrained.

(a) It is unlawful for any owner to possess a dangerous animal, as defined in this Chapter, unless it is restrained.

(b) Animal Services shall immediately impound any unrestrained dangerous animal at the owner's expense, except as provided below.

(c) As an alternative to impoundment, Animal Services shall notify the owner in writing that the dangerous animal is required to be confined in a secure enclosure complying with Section 4-63. The owner also shall be notified that a sign stating that a dangerous animal is on the premises must be purchased at the owner's expense. Proper signage must be approved by Animal Services and posted on the secure enclosure.

(d) The owner shall have 30 days from the date of notification to provide a secure enclosure. The animal deemed "dangerous" shall be under constant restraint on the owner's property during this period.

(e) Notwithstanding any other provision of this Section, Animal Services may in its sole discretion impound a dangerous animal and harbor it at the owner's expense pending the owner's construction of a secure enclosure. If an animal is impounded under this Section, the owner shall be given written notice that he may reclaim the animal if a secure enclosure is provided within 30 days. The owner shall be given written notice that failure to provide a secure enclosure within 30 days will result in the animal being euthanized.

(f) Appeals allowed.

(1) An owner may appeal from a determination by Animal Services that an animal is dangerous. The appeal shall be to a panel consisting of three members of the Consolidated Human Services Agency Board, one of which must be a licensed veterinarian.

(2) An appeal must be in writing and be made to Animal Services within three business days of issuance of the Notice of Violation. The Appeals Board will hold a hearing on the appeal within ten business days, if practical.

(3) If, by majority vote, an animal is determined not to be dangerous, the owner will be relieved of any previous order to construct a secure enclosure and if the animal has been impounded, it shall be immediately returned upon payment of boarding fees incurred prior to notice of appeal being given.

(4) If, by majority vote, an animal is determined to be dangerous, and the animal has been impounded, it will promptly be altered and micro-chipped at the owner's expense. If an animal is determined to be dangerous, but is still in the owner's custody, the owner shall provide to Animal Services within 30 days satisfactory proof the animal has been altered and microchipped.

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(5) The owner of any animal determined to be dangerous is required to purchase a sign stating "Dog Deemed Dangerous" and post the sign at the entrance to the secure enclosure in a manner that is visible to persons outside the enclosure. Signage must be approved by Animal Services before posting.

(g) Animal Services may inspect a secure enclosure at any time to ensure it complies with Section 4-63.

Sec. 4-44. Failure to report certain acts by dangerous animals.

The owner of a dangerous animal shall inform Animal Services no later than 24 hours after the occurrence of any of the following:

- (1) An assault, attack or biting upon any human being by such animal in the owner's care or control.
- (2) An attack or biting upon any domesticated animal or pet while the animal is off the owner's property.
- (3) The running at large or escape of any animal required to be restrained or confined to a secure enclosure.

Sec. 4-45. Operating attack training facilities restricted.

It shall be unlawful for any person, group of persons, partnership or corporation to operate any attack training facility as defined in this article.

Sec. 4-46. Failing to provide proper shelter for dogs.

(a) It shall be unlawful for any owner to fail to provide for each dog in his care proper shelter as described herein.

(1) Proper shelter for a dog shall have a roof, a solid floor, and at least three sides sufficient to prevent exposure to the elements. Notwithstanding these foregoing requirements, a plastic barrel is a proper shelter for a dog. All shelters must be large enough to allow the dog to lie comfortably and contain dry bedding at all times. During the daytime in April thru October, the shelter must provide a cooler temperature inside than the ambient outside temperature.

(b) The area underneath exterior steps decks and stoops; inside of vehicles; underneath vehicles; inside metal barrels or cardboard boxes; inside rooms, and sheds or other buildings that do not provide windows or adequate ventilation shall not be considered proper shelter.

Sec. 4-47. Signage required for animals used for sentry or guard duty.

A sign warning that there is a guard or sentry animal on the premises shall be visible to persons outside the premises.

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Sec. 4-48. Interference with enforcement of chapter.

It shall be unlawful for any person to interfere with, hinder, obstruct or delay, or assault an officer or agent of Animal Services or veterinarians in the performance of any duty authorized by this Chapter, or to seek to release any animal in the custody of such persons.

Sec. 4-49. Stray Animals

All stray animals found shall be brought to the Animal Shelter or Animal Services shall be called to impound the animal.

Sec. 4-50
thru 4-60. Reserved.

Division 3. Standards.

Sec.4-61. Tethering.

(a) If an owner chooses to tether an animal, the following requirements and standards will apply:

- (1) A tether shall be equipped with swivel on both ends.
- (2) A tether shall be a minimum of ten feet in length and shall be made of either metal chain or coated steel cable. Rope, bridles, belts, or cords may not be used as a device to secure an animal.
- (3) Tethers shall be attached to a buckle-type collar or harness and under no circumstances shall the tether itself be placed directly around an animal. Tethers shall not be used in conjunction with training collars such as choke or pinch-style collars.
- (4) The weight of the tether shall not exceed ten percent of the animal's weight but shall be of sufficient strength to prevent breakage.
- (5) The tether by design and placement shall allow the animal a reasonable and unobstructed range of motion without the possibility of entanglement, strangulation, or other injury. The tether shall allow the access to adequate food, water, and shelter.
- (6) Only one animal shall be attached to a single tether.
- (7) Pulley systems, running lines, and trolley systems may be used in conjunction with a tether.
- (8) An animal services officer may in his/her discretion order a more restrictive tethering requirement if circumstances require and is not detrimental to the health, safety, or welfare of an animal.
- (9) Exceptions. Citizens residing in town homes, apartment, condos, or similar multi-family housing units with lot sizes insufficient to meet the length requirement specified in this section may only tether an animal for temporary exercise and relief and must be supervised.

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(b) Animal Services is authorized to impound or, in the alternative, request the General Court of Justice to issue a seizure order, for any animal for which there is probable cause to believe has not been tethered as required by this Section.

Sec. 4-62. Enclosures.

(a) Dogs are not required to be contained in a pen.

(b) However, if an individual owner chooses to contain a dog in a pen, the following requirements will apply:

{1) An enclosure for one dog must provide a minimum of 100 square feet surface area with sides of sufficient height to contain the dog.

{2) If two or more dogs are contained in an enclosure, the minimum square feet surface area must be 100 square feet plus an additional one square foot for each pound that the total weight of all dogs exceeds 100 lbs.

{3) Enclosures utilized by government agencies are exempt.

{4) Individual owners may receive a temporary exemption from the requirements of subparagraphs {1) and {2) for up to 30 days once every six months upon inspection and approval of the pen by an Animal Services representative.

Sec. 4-63. Secure enclosures.

{a) A secure enclosure must be at least 100 square feet for each dangerous animal. It must have a concrete floor. The sides of the enclosure must be at least six feet high and constructed of at least 16-gauge wire with openings no greater than 1" x 1". The sides must be securely anchored to the roof and to the floor in a manner that will prevent the animal from escaping. Any entrance to the enclosure must be kept locked when the animal is in the enclosure.

{b) Animal Services must approve the secure enclosure before it may be used.

{c) The animal must be muzzled at all times when it exits the enclosure and must be on a leash.

Sec. 4-64
thru 4-90. Reserved

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Division 4. Rabies Control.

Sec. 4-91. Compliance with state law required.

It shall be unlawful for any person to fail to comply with North Carolina General Statutes Section 130A-184 thru 130A-201 relating to rabies control.

Secs. 4-92
thru 4-120. Reserved.

Division 5. Impoundment, Redemption, and Adoption of Animals.

Sec. 4-121. Impoundment.

Animals may be impounded as provided for in this Chapter. Impoundment of an animal shall not prevent Animal Services from using any other remedy provided by this Chapter.

Sec. 4-122. Notice of impoundment.

Immediately upon impounding an animal, Animal Services shall make reasonable effort to notify the owner of the impoundment and the conditions under which the animal may be redeemed. If the owner is unknown or cannot be located, notice of such impoundment shall be posted at the website www.leecountync.gov in the Animal Services section.

Sec. 4-123. Redemption by owner of impounded animal.

The owner of an animal impounded under this Chapter may redeem the animal and regain possession thereof within three (3) business days after notice of impoundment is given or posted, as required by Section 4-122, by complying with all applicable provisions of this Chapter and paying any required fees.

An animal shall be vaccinated by the animal shelter when reclaimed at the owner's expense or written proof of rabies vaccination must be provided within 72 hours of reclamation. If owner decides to have the animal vaccinated at their chosen veterinarian, written proof must be provided to animal services within 72 hours of reclamation.

Sec. 4-124. Disposition of unredeemed animal.

(a) If an impounded animal is not redeemed by the owner within the period prescribed in Section 4-123, it may be adopted or euthanized. Animals that are not euthanized shall become the property of the county and may be offered for adoption to any responsible adult who evidences a willingness and ability to comply with this Chapter.

(b) All unaltered dogs and cats adopted from Animal Services shall be altered. All animals adopted from Animal Services shall be microchipped within 30 days of their adoption. All dogs and cats adopted from Animal Services shall be vaccinated for rabies by 16 weeks of age. Written proof the dog or cat has been altered and microchipped shall be provided within 30 working days by the adopter to Animal Services. Any animal adopted by the Animal Shelter shall receive a rabies vaccination at the owner's expense unless the animal is less than 16 weeks of age. Once

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the animal is greater than 16 weeks of age, the animal shall be vaccinated for rabies and the owner shall provide written proof to Animal Services within 10 days. Animal Services is authorized to obtain an adoption agreement from an applicant to implement the provisions of this Section. Failure to comply with the adoption agreement requires the applicant to return the animal to Animal Services and also authorizes Animal Services to impound the animal.

(c) No animal shall be adopted during a period of emergency rabies quarantine, as defined in Section 4-91, except by special authorization of the health director.

(d) Any animal that in the opinion of Animal Services exhibits characteristics or tendencies making it unsuitable as a pet shall not be offered for adoption.

Sec. 4-125. Reclaim, Quarantine, and Adoption Procedures.

(a) All reclaimed and quarantined animals shall receive a rabies vaccination unless written proof of rabies vaccination can be provided by the owner. If owner chooses to have the animal vaccinated at their chosen veterinarian, written proof must be provided to animal services within 72 hours of reclamation and/or quarantine.

(b) Written proof of microchipping for a reclaimed animal(s) shall be returned to the animal shelter by the owner within 30 days of reclamation.

(c) For an animal to be adopted, an applicant must pre-pay at a Veterinarian's Office to have the animal altered and return the proper documentation to the animal shelter. The adoption agreement form shall be provided by the Animal Shelter to begin the adoption procedure. All animals adopted shall receive a rabies vaccination before leaving the animal shelter.

(d) Payment for the rabies vaccination required herein shall be the responsibility of the applicant.

Sec. 4-126. Suspected rabid animal not to be redeemed or adopted.

Notwithstanding any other provision of this Chapter, animals impounded which appear to be suffering from rabies shall not be redeemed or adopted, but shall be dealt with in accordance with Division 4 of this Chapter.

Sec.
4-127
thru 4-160. Reserved.

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Article III. Service Fees and Enforcement.

Division 1. Service Fees.

Sec. 4-161.
thru 4-190. Reserved.

Sec. 4-191. Fees and Fines.

- (a) The following fees and fines shall be set by the Lee County Consolidated Human Services Agency Board and at a minimum be the following amounts:
- (1) See **Appendix A.**
- (b) Any owner may bring an animal to Animal Services to be euthanized.
- (c) Any owner of thirty (30) or more dogs and/or cats shall have a permit. This permit shall be renewed annually. See **Appendix B.**

Division 2. Enforcement.

Sec. 4-194. Enforcement generally.

- (a) The Lee County Sheriff's Office shall have the authority and responsibility to enforce the provisions of this Chapter and may, by the procedure established herein, initiate all authorized enforcement actions, including the imposition the civil penalties and the issuance of process forcivil and criminal violations of the Chapter, in violation of any North Carolina General Statute.
- (b) The violation of any provisions of this Chapter shall be a misdemeanor and any such violation shall be punishable as provided in N.C.G.S. § 14-4. In addition to, and not in lieu of, the criminal penalties and other sanctions provided in this Chapter, a violation of this Chapter may also subject the offender to the civil penalties hereinafter set forth.
- (c) In addition, enforcement of this Chapter may be by appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. § 153A-123.
- (d) Violations of rabies vaccinations will be governed by Chapter 130A of the North Carolina General Statutes.

Sec. 4-195. Penalties.

- (a) Any person violating this Chapter shall be subject to a civil penalty as set forth in the Lee County Budget Ordinance, Fee Schedule Appendix A, for the current fiscal year. Such penalty shall be paid within seventy-two (72) hours from the issuance of the notice. Each day's violation of this Chapter shall be a separate offense.

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(b) The civil penalty for any offense in violation of this Chapter is set forth

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within the Lee County Budget Ordinance, Animal Ordinance Fee Schedule, for the current fiscal year.

(c) Such civil penalties may be recovered by the County in a civil action in the nature of a debt or may be collected in such other amounts as prescribed herein.

Sec.
4-196 thru
4-197 Reserved.

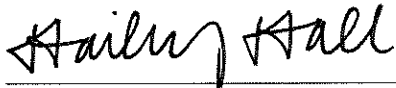
This Ordinance shall be effective upon its adoption by the Board of Commissioners.

Adopted this 21 day of AUGUST, 2023.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:



Hailey Hall, County Clerk



Appendix A

Lee County Animal Services Ordinance

Fees (to be collected by Lee County Animal Shelter)	Fee
Rabies vaccination (valid for one year)	\$10.00
Euthanasia fee	\$20.00
Special Permit fee (owners with greater than 30 animals)	\$200.00
Boarding fee (per day)	\$10.00
Processing fee	\$20.00
Fines (to be collected by Lee County Sheriff's Office Animal Services Division)	Fine
Civil penalty (1 st offense)	\$50.00
Civil penalty (2 nd offense)	\$100.00
Civil penalty (Subsequent offenses)	\$200.00
Criminal citation	\$500.00



LEE COUNTY

Committed Today for a Better Tomorrow

Fee paid:	_____
Date paid:	_____
Renewal	_____
Date:	_____

APPENDIX B

Lee County Animal Services Ordinance

LEE COUNTY ANIMAL SERVICES PERMIT*

Date: _____

Officer: _____

Permit #: _____

Name: _____

Address: _____

PIN #: _____

- All animals which are owned by you must be vaccinated for rabies and be up-to date unless they are less than 16 weeks of age.

Comments: _____

* Permit is valid for one (1) year from date above and must be renewed annually.



Lee County Animal Services
 1450 N. Horner Blvd.- Sanford, NC 27330
 Phone 919-776-7446 - Fax 919-718-1426

Promoting better health and a safe environment for all Lee County residents

The Board of Commissioners for the County of Lee, North Carolina met in a regular meeting in the Dennis Wicker Civic Center located at 1801 Nash Street in Sanford, North Carolina, the regular place of meeting, at 6:00 p.m. on August 21, 2023

Present: Chair Kirk D. Smith, presiding, Vice Chair Dr. Andre Knecht, and Commissioners Bill Carver, Mark Lovick, Taylor Vorbeck, Robert Reives and Cameron Sharpe

Absent: none

Also Present: County Manager Lisa Minter, Finance Director Candace Iceman, and Clerk to the Board/Communications Specialist Hailey Hall

* * * * *

Finance Director Candace Iceman introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$25,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SERIES 2023

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

Section 1. The Board has determined and does hereby find and declare as follows:

(a) An order authorizing \$25,000,000 Parks and Recreation Bonds (the “Parks and Recreation Bonds”) was adopted by the Board on July 20, 2020, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 3, 2020. None of the Parks and Recreation Bonds have heretofore been issued.

(b) No notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue 25,000,000 of the Parks and Recreation Bonds at this time.

(c) The maximum period of usefulness of the parks and recreation improvements to be provided with the proceeds of said bonds is estimated as a period of forty (40) years from October 11, 2023, the date of the bonds authorized hereby, and that such period expires on October 11, 2063.

Section 2. Pursuant to said order, the County shall issue bonds in the aggregate principal amount of \$25,000,000 designated "General Obligation Parks and Recreation Bonds, Series 2023" (the "Bonds"), to be dated the date of delivery thereof. The Bonds shall be stated to mature, subject to prior redemption, annually on October 1, \$1,250,000 2024 to 2043, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each April 1 and October 1, beginning April 1, 2024, until payment of such principal sum.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the County hereinafter provided for as the registered owner of such Bond or his or her registered assigns or legal representative at such office of the Bond Registrar hereinafter mentioned or such other place as the County may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The County shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County identifies another qualified securities depository to replace DTC, the County will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the County fails to identify another qualified securities depository to replace DTC, the County shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the County may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Chair or Vice Chair of the Board and the Clerk to the Board or any deputy or assistant Clerk to the Board for the County and the official seal or a facsimile of the official seal of the County shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the County or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COUNTY OF LEE, NORTH CAROLINA OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R-__ \$ _____

United States of America
State of North Carolina

COUNTY OF LEE
GENERAL OBLIGATION PARKS AND RECREATION BOND
SERIES 2023

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
October 1, 20__	_____%	_____

The County of Lee, a body corporate and politic duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Director of said County (the "Bond Registrar"), in Sanford, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from the April 1 or October 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an April 1 or October 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each April 1 and October 1, beginning April 1, 2024, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his or her address as it appears on the bond registration books of said County; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company ("DTC"), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United

States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said County are hereby irrevocably pledged.

This bond is one of an issue of bonds designated "General Obligation Parks and Recreation Bonds, Series 2023" (the "Bonds") and issued by said County for the purpose of providing funds, together with any other available funds, for various parks and recreational facilities improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Board of Commissioners for said County, which order was approved by the vote of a majority of qualified voters who voted thereon at a referendum duly called and held, and a resolution duly adopted by said Board (the "Resolution").

The Bonds maturing on or prior to October 1, 2033 are not subject to redemption prior to their maturity. The Bonds maturing on October 1, 2034 and thereafter will be subject to redemption prior to their maturity, at the option of said County, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than October 1, 2034, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as said County in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof of each maturity to be redeemed shall be called in such manner as said County may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said County, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said County will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said County for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of

business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said County sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said County, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County of Lee, North Carolina, by resolution duly adopted by its Board of Commissioners, has caused this bond to be manually signed by the Chair of the Board and the Clerk to the Board for the County and its official seal to be impressed hereon, all as of the ____ day of October, 2023.

[Do not sign] _____
Chair

[SEAL]

[Do not sign] _____
Clerk to the Board

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] _____
Finance Director, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

_____ attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to October 1, 2033 will not be subject to redemption prior to their maturity. The Bonds maturing on October 1, 2034 and thereafter will be subject to redemption prior to their maturity, at the option of the County, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than October 1, 2033, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Notwithstanding the foregoing, the Finance Director of the County may modify the redemption provisions set forth above if the Finance Director of the County determines that it is in the best interests of the County to modify the same for purposes of marketing and sale of the Bonds, such modified redemption provisions to be set forth in the Notice of Sale relating to the Bonds. In such case, the Finance Director is authorized and directed to take all actions necessary to conform the terms of the Bonds to reflect such modified redemption provisions.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the County in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or any whole multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as

representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the County may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his or her address appearing upon the registration books of the County, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption with regard to registered owners to whom such notice was properly given. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the redemption price of the Bonds or portions thereof called for redemption, as well as the interest accruing thereon to such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof

shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his or her attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his or her legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his or her attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The County or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the County or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositories or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal of and interest on the Bonds. The Finance Director of the County, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the "Bond Registrar"), subject to the right of the Board to appoint another Bond Registrar, and as such shall keep at his office in the County, the books of the County for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Chair of the Board, the County Manager, the Finance Director and the Clerk to the Board for the County in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by providing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the "Final Official Statement"), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Chair of the Board, the County Manager and the Finance Director of the County are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the County, and such execution shall be conclusive evidence of the approval of the Board of the Final Official Statement.

Section 8. The County hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the "MSRB"):

(a) by not later than seven months from the end of each fiscal year of the County, beginning with the fiscal year ended June 30, 2023, audited financial statements of the County for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the County are not available by seven months from the end of such fiscal year, unaudited financial statements of the County for such fiscal year to be replaced subsequently by audited financial statements of the County to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the County, beginning with the fiscal year ended June 30, 2023, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information to be included under the headings "THE COUNTY - Debt Information and - Tax Information" (excluding any information on underlying units) in the Final Official Statement and (ii) the combined budget of the County for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation (as defined below) of the County, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a

financial obligation of the County, any of which affect beneficial owners of the Bonds, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties;

(d) in a timely manner, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, "financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12").

If the County fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The County reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the County, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the County;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the County (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of

the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the County makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Chair of the Board, the County Manager, the Finance Director and the Clerk to the Board or any deputy or assistant Clerk to the Board for the County are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution. The officers, employees and agents of the County are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants and provisions of the Bonds and any other documents contemplated by this resolution.

Section 10. This resolution shall take effect upon its adoption.

Upon motion of Commissioner Robert Reives, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF \$25,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS, SERIES 2023" was adopted by the following vote:

Ayes: 7 _____

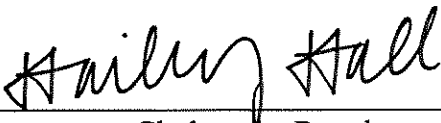
Noes: 0 _____

* * * * *

I, Hailey Hall, Clerk to the Board of Commissioners for the County of Lee, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners for said County at a regular meeting held on August 21, 2023, as relates in any way to the adoption of the foregoing resolution providing for the sale and issuance of general obligation bonds of said County and that said proceedings are to be recorded in the minutes of said Board.

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

WITNESS my hand and the official seal of said County this 21st day of August, 2023.



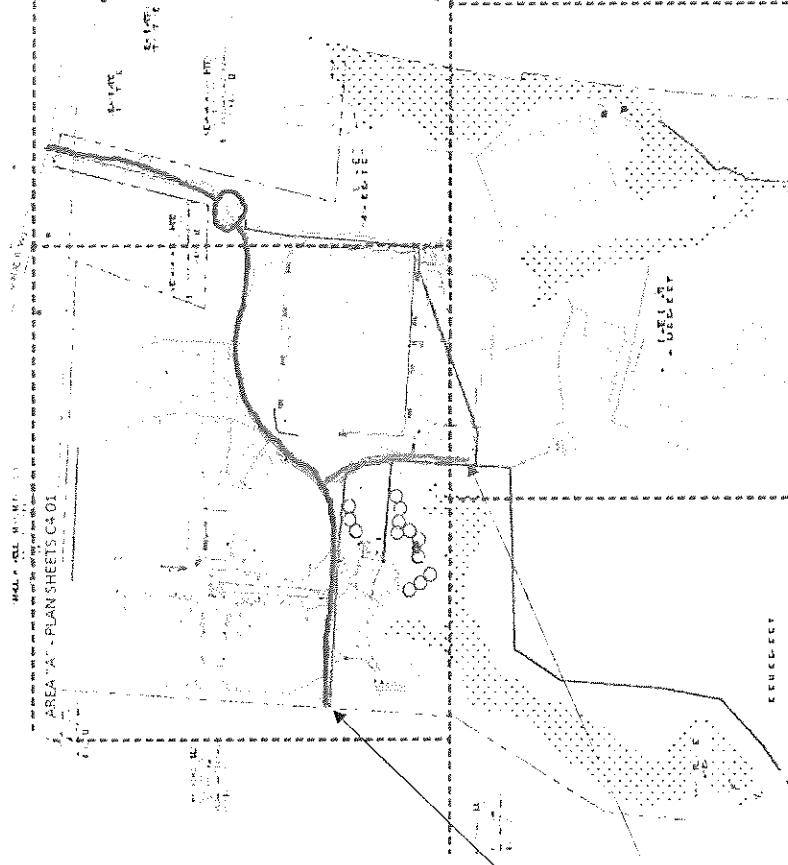
Clerk to the Board

[SEAL]



Lee County Multi-Sports Complex

- 2 streets located on the property.
- Parks & Rec commission has name recommendations for both streets.
- Request Lee County Board of Commissioners provide final approval.
- Streets:
 1. Primary Street (Champion Road)
 2. Secondary Street (Winners Lane)





**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 573 WOOLARD ROAD, SANFORD**

WHEREAS, the County of Lee owns certain non-vacant property located at 573 Woolard Road, PIN number 8694-72-7292-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1530, Page 75, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$28,000.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a tax foreclosure sale and the amount of fees and taxes owed on the property as the result of such sale is \$26,738.50; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs by its Surplus Property Process;

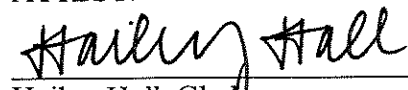
NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners declare the property located at 573 Woolard Road, Sanford, North Carolina PIN 8694-72-7292-00 to be surplus property.
2. The Lee County Board of Commissioners authorize the property to be advertised and sold through its Surplus Property Process at a minimum price of \$26,738.50 which is the amount currently owed on the property. Bids lower than \$26,738.50 shall be rejected.

Dated this the 21 day of August, 2023.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk
Lee County Board of Commissioners





LEE COUNTY
NORTH CAROLINA

Lee County Government Strategic Plan Report

Arts and Culture



Continue to create and support a vibrant and diverse cultural community in Lee County through the support of facilities, programs, and regional partnerships.

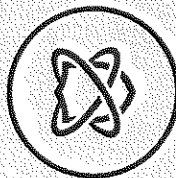
GOAL: Create intentional opportunities and grow spaces for affordable entertainment to be known throughout North Carolina.

- Artwork by the Wicker Renegade Art Group (WRAG) Art class is being hung next week at the Enrichment Center.
- Pop!-Con returned this summer, which is an event that highlights artists, crafters, and providing educational engagement for all community members, while also attracting visitors to our area.

GOAL: Increase awareness of cultural activities throughout the community.

- The Enrichment Center continued its Summer Pavilion "Nights of Enrichment" series again this year, which is a free concert series at the Center's pavilion and is open to all residents.
- The Commissioners were asked to proclaim Sept. 15 - Oct. 15 as Hispanic Heritage Month by the Hispanic Liaison. This is on for the Aug. 21 Board meeting.

Community Safety



Support a safe community through programs, partnerships and trust.

GOAL: Increase opportunities and activities for youth of all ages.

GOAL: Increase opportunities to grow public trust.

- In July, community partners working with justice involved individuals met to report out on updates from the past year and to address challenges the community is still facing.
- The County consolidated the Health and Social Services departments last month to better support our employees and residents receiving services.
- Updated County branding to promote name recognition and allow for unified branding moving forward.

GOAL: Ensure Lee County is a safe environment for community interactions.

- Lee County communications is working with our community partners on interoperability plans and recently met with the City of Sanford communications team to discuss communications between our agencies.
- The County recently selected an engineer for the O.T. Sloan Park accessibility project to apply grant funding for ADA accessible improvements to the park.

Economic Development



Continue the upward trend of industrial recruitment, small business support, and workforce development through education partnerships.

GOAL: Become a world-class center for the biotech industry.

GOAL: Create the environment for community-based economic and workforce development.

- The Board approved the purchase of a skimmer system for the Moore Center to mitigate the hazardous waste onsite in order to move forward with the project.

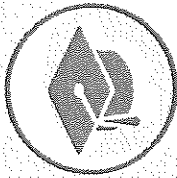
GOAL: Increase sustainable opportunities for economic growth.

- The Commissioners will consider an incentive for a Fortune 500 global manufacturing company during the Aug. 21 Board meeting.
- The Board approved an Employee Tuition Assistance Program in July to encourage and assist our employees who wish to further their career goals.

VISION

Lee County Government is a celebrated community at the center of economic achievement and diverse cultural heritage, connected to all people.

Education



Focus on supporting all levels and aspects of community education to contribute to the knowledge base of the entire community.

GOAL: Lee County Government will define the role and intention of County government as it relates to community education and knowledge base.

- Lee County DSS' Child Support Unit recognized Child Support Awareness for the month August to promote Child Support Services available in Lee County. Lee County Child Support helps assist families in providing financial and medical support for children in our community.

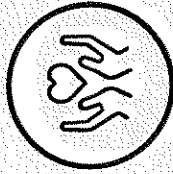
GOAL: Lee County Government will have solid, clear, and mutually beneficial relationships with all sectors of education in the region.

- The Board of Commissioners are working with the Board of Education to assess, prioritize, and look at ways to help facilitate facility need requests.

GOAL: Increase public education regarding local government resources and services.

- GIS Strategic Services Director Don Kovasckitz continues to meet with Board of Education members and staff to discuss the process for determining the need for new schools and projecting growth.
- The Enrichment Center is now offering computer classes through the Older Adults Technology Services Program through AARP, which have been very popular.

Health and Well-Being



Promote and maintain the health and well-being of Lee County through parks, recreation, activities, and programs that improve quality of life for our community members.

GOAL: Lee County Government's community health programs and services will be well known and accessible.

- The Public Health Department recently held an Open House for residents and employees to learn about all of the services the County has to offer.
- The Commissioners will consider proclaiming Aug. 22 as "Lee County Gymnastics Team Day" to honor the team's accomplishments in the State and national competitions this season.

GOAL: Create opportunities that promote physical and mental well-being in the community.

- Phase II park projects at Temple, Dalrymple, and Kiwanis Children's Parks, are ongoing and will continue to encourage physical opportunities outdoors in locations throughout the community.

Partnerships



Maintain partnerships within and beyond Lee County in business, education, community, and partner governments.

GOAL: Foster and grow long-established foundational partnerships within all sectors of the community.

- Parks and Recreation has continued to collaborate with the City of Sanford Parks and Recreation Department, and held several joint Movies in the Park events this summer, which was met with great success.
- Our inter-departmental partnerships also continue to grow — our Library, Cooperative Extension Office, and Parks and Recreation Department have teamed up for several events and programs to provide activities and learning opportunities for our residents, including joint Story Time events, the Farmers' Market, Seed Library, and more.

GOAL: Expand partnerships in the region.

- Our Emergency Management team recently assisted in a mutual aid response and utilized the underwater robot for a recovery at Jordan Lake.

County Manager's Report – August 21, 2023

Ongoing Projects

Moore Training Facility – Terraquest Environmental Consultants has placed the order for the equipment to install the skimmer system for the continuation of the hazardous waste mitigation that was previously approved by the Board of Commissioners. The lead time for the equipment delivery is 6 weeks. The tentative schedule for installation is the second week in September. A draft permit for Lee County has been issued by the NC Department of Environmental Quality. The comment period on the draft permit began on August 6, 2023 and will end September 20, 2023. Public hearing will be held Thursday, September 14, 2023 at 10:00 a.m. in the McSwain Extension Education and Agriculture Center Auditorium located at 2420 Tramway Road, Sanford, North Carolina. The permit may be issued on September 20, 2023 if no comments are received. Any comments that are received during the comment period will be considered and, if appropriate, incorporated into the permit conditions.

Multi-Sports Complex – McAdams confirmed that we are still waiting on DOT to finalize appraisal for the access break. Street names approved by Parks and Rec Commission have been included on the August 21st agenda for the Board of Commissioners' approval. A pre-bid meeting was held August 1, 2023 at the Bob Hales Center. All pre-qualified contractors were in attendance and represented. The deadline for bids is August 29, 2023. Best case for construction to begin is October/November, but this depends on bids received and contract negotiations with the general contractor. Details regarding a groundbreaking ceremony will be provided as soon as they are available.

Horton Pool – The pool is close to opening. Staff is finalizing a list with the pool contractor, Southeast Aquatics, to outline all items that must be completed before the pool can open. As we move toward closing out the project, we will address the application of liquidated damages to cover the damages incurred due to the delay in addition to items that were addressed by the County. There will be an onsite meeting with Southeast Aquatics and McGill Associates the week of August 17th to review project progress and final steps to close out. Lee County is pushing for an August 31st opening date with a goal to keep open through Labor Day weekend and on specified dates post-holiday. The final electrical test (Impedance testing) was completed on August 11th. A leak test is scheduled for the week of August 18th.

Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park –

Temple: The new playground equipment for Temple Park was delivered on June 27, 2023. Assembly started on July 20, 2023, by Churchich and is still in progress. Current plan states assembly of playground and construction of sidewalk is to be completed by next week (by August 18, 2023). Permit approval was received by Churchich from the City for the restroom shelter during the week of August 8th. Churchich started restroom construction the week of August 14th. After playground and restroom construction, LCG will work with Jeremy Thomas Engineering to finalize the design of the utility connections. Lee County will be responsible for arranging the utility connections.

Kiwanis Children's Park: Staff is working with WhithersRavenel to prepare bid documentation. WhithersRavenel is in the process of reviewing drawings and documentation to finalize the bid packet.

Library Building Project – This project is reaching the end of the Design Development phase. Vines Architecture is finalizing the floor layout, and 85% drawings were delivered to Lee County

on August 9th for review. Cost estimates at 85% are anticipated to be completed and delivered to Lee County over the next week. Staff has been working with TELICS and J. Thomas Engineering on the planning and negotiation of an easement for outside sewer connection to the site. Proposal for the purchase of the easement was approved at the July 24th Board of Commissioners meeting. Vines is reviewing proposed materials with Lee County for building construction to finalize design/cost estimates. Recommendations will be delivered to the Board of Trustees and the Board of Commissioners, along with a project update from Vines Architecture, at the September 18th meeting.

Historic Courthouse – Design work continues with Hobbs Architects. REI was onsite last week to investigate roof restoration and repair and will now proceed with beginning the design work on the roof. The August 2024 grant funding expenditure deadline has been confirmed with Central Pines Regional Council, the grant administrator. This deadline is set by the North Carolina State Historic Preservation Office (SHPO). Staff will continue working with Hobbs to ensure the project can be completed by August 2024 deadline.

Lee County Jail Feasibility Study – A request for proposals (RFP) was issued June 23, 2023 and closed August 11, 2023. The County received three proposals from firms to perform a complete feasibility study on the jail facility. The study will look at the entire jail structure to look for needed improvements, updates, renovations, and/or new building recommendations. Proposals will be evaluated by staff and a recommendation will be brought for the Board's consideration at the September 18th meeting.

Comprehensive Fire Services Study and Long-Range Plan – A request for proposals (RFP) was issued on August 9, 2023. Proposals are due by September 8th. Once proposals are reviewed, a recommendation will be brought for the Board's consideration in October. The purpose of the study is to provide a review and analysis of the needs of both current and future fire services delivery to include a review of response times, staffing, station locations, equipment evaluation and needs, and industry benchmark comparisons culminating in the development of a long-range planning document with recommendations for a period of at least 10 years.

Reports

- **Tax** – The Tax Department Collections report for July is attached.
- **Building Inspections** – Attached are the monthly inspection reports for July 2023.
- **Library Board of Trustees** – Level Up! August 2023 program guide is attached. The Board of Trustees does not meet in July.
- **Parks and Recreation** – The agenda from the July 24, 2023 meeting and minutes from the June 26, 2023 meeting are attached.
- **TRC** – The TRC Agenda for August 2023 is attached.

Upcoming Meetings/Events:

- NCACC Annual Conference – August 24-26, 2023 – Wake County
- Board of Commissioners Regular Meeting – September 18, 2023 – Civic Center – 6 p.m.
- Board of Commissioners Regular Meeting – October 2, 2023 – McSwain Center – 6 p.m.

- Board of Commissioners Regular Meeting – October 16, 2023 – Civic Center – 6 p.m.

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 27th day
of Sept. 20, 23 at 10:15 (AM/PM)
recorded in Book 36 Page 187
Pamela G. Britt, Register of Deeds