



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

September 18, 2023

MINUTES

Roll Call

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

Absent: Bill Carver

CALL TO ORDER

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

INVOCATION

Commissioner Mark Lovick provided an invocation and led the Board and meeting attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to move item VI.A County Telephone System to right after Public Comments, to remove item V.E Approve Agreement for Project Stronghold and Authorize Staff to Change the Name in the Agreement Once Announced and to Make Minor Changes to the Agreement Before Executed by the Chair, and to add a Closed Session.

Motion: Motion to approve the Agenda as amended.

Mover: Cameron Sharpe

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

Absent: 2 - Robert Reives, Bill Carver

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as presented.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

Absent: 2 - Robert Reives, Bill Carver

Motion Result: Passed

II.A Purchase Two Chevrolet Silverado 1500 4WD for the Narcotics division

Capital Chevrolet quote.pdf

II.B Request to Accept Activity 546 Communicable Disease Pandemic Recovery Funds in the amount of \$258,033

546 FY24 Lee.pdf

II.C Budget Amendment #09/18/23/03

Budget Amendment Packet 09-18-23_v4.pdf

II.D Request to Purchase a New Truck for Environmental Health

2024 Nissan Truck Quote.pdf

II.E Request to Accept Activity 130 Management of Chronic Illness in Pregnancy State Funds in the Amount of \$2,000

130 FY24 Lee .pdf

II.F 543 Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Activities

543 FY24 Lee.pdf

II.G Bad Debt Write-Off for FY 21-22

LCHD BDWO - 6 Years - August 2023.pdf

LCHD Bad Debt Write-Off FY 21-22.docx

II.H Approval of Updated Memorandum of Agreement (MOA) Between North Carolina State University and the County of Lee for NC Cooperative Extension-Lee County Center

Lee County MOA 2023.pdf

Page 1 Lee MOA Addendum 2023 .pdf

II.I Minutes from the August 21, 2023 Regular Meeting

BOC Regular Meeting Minutes_8-21-23_final.docx

II.J August 21, 2023 Closed Sessions Minutes - Personnel

II.K Landscape and Architectural Services for OT Sloan Accessibility Project

2023.09.12 OT Sloan Playground Proposal_CB Comments.pdf

II.L Refund and Release Report for August 2023

Gen Statute 105.docx

RELEASE CODES SPREADSHEET.xls

August Real Property Abatement Report.pdf

August Personal Property Abatement Report.pdf

II.M Resolution Delegating Refund Authority for Overpayments of Excise Tax
N.C. Gen. Stat. _ 105-228.37.PDF
Final Resolution Delegating Authority Overpayments of Excise Tax.pdf

II.N Approve Resolution to Credit the Lee County Sheriff for Vacation and Sick Leave
Time
Sheriff Time Resolution.docx

II.O Rural Operating Assistance Program (ROAP) Transportation Funding FY 2024
FY24 County ROAP Certified Statement 08-31-23 Lee County.doc
FY24 ROAP Application 08-31-23 Lee County.doc

II.P Resolution Delegating Limited Authority to the Assistant County Managers to Award
and Execute Contracts on Behalf of Lee County
Resolution Delegating Signature Authority to ACM Final.docx

II.Q 2024 Chevrolet Silverado 1500 4WD
Don Franklin Animal Control Truck quote.pdf

II.R Summit Building Interior Painting
Bid Tabulation Sheet - Copy.xlsx

II.S Summit Building Carpet Replacement
JOB_168653_082123_113008.pdf

II.T Approve Final Resolution Disposing of Cone Street and Authorize Chair to Sign all
Documents Related to Effectuate the Transfer
Cone Street Final Resolution Packet.pdf

II.U Davenport Financial Advisory Fee
Lee County NC Davenport Fee Arrangement Letter 8.30.23.pdf

II.V Reappointment of Commissioner Kirk Smith to the Sandhills Center Board of
Directors

II.W Purchase of Cubicles Under State Contract for the BOC Room
Renovations Lee County Quote.pdf

III. PUBLIC HEARING

III.A Public Hearing for the FY 25 Lee County Community Transportation Program Applications

Senior Services Director Debbie Davidson asked to hold a Public Hearing for the FY 25 Lee County Community Transportation Program Applications. The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Lee County, and provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription routing options. Services are rendered by the County of Lee Transit System (COLTS). The total estimated amount requested for the period July 1, 2024 through June 30, 2025 is: Administrative is \$250,742 in Federal and State Funds and \$37,612 in a 15% local match; Capital is \$522,692 in Federal and State Funds and \$52,270 in a 10% local match for four 20-ft Lift Equipped LTVs; and Mobility Management is \$53,825 in Federal and State Funds and a \$5,383 or 10% local match.

Chairman Smith opened the Public Hearing at 6:04 p.m.

No one spoke in favor or in opposition.

Chairman Smith closed the Public Hearing at 6:04 p.m.

5a - FY2025 Public Hearing Notice_COUNTYOFLEE.docx

5A - FY2025 Public Hearing Notice Spanish_COUNTYOFLEE.docx

5c - FY2025 Program Resolution_COUNTYOFLEE.docx

5d - FY2025 Public Hearing Record_COUNTYOFLEE.docx

5f - FY2025 LocalShareCertification_COUNTYOFLEE.docx

III.B Multi-Sport Complex Financing

Finance Director Candace Iceman asked to hold a Public Hearing on a Limited Obligation Bond financing agreement in the principal amount not to exceed \$17,000,000 for the purpose of providing funds, together with other available funds, to pay the costs of acquiring, constructing and equipping a new multi-sports complex and pay certain financing costs relating thereto.

Chairman Smith opened the public hearing at 6:05 p.m.

Commissioner Robert Reives arrived at 6:06 p.m.

Those who spoke in opposition:

- David Smoak, 96 Northridge Trail, Sanford (submitted a written public comment in opposition which was read aloud)

Those who spoke in favor:

- Jeff Smith, 164 Fraley Road, Sanford

Chairman Smith closed the Public Hearing at 6:12 p.m.

Master Trust Agreement-Lee 2023 LOBs (Multi-Sports Complex).doc

Deed of Trust-Lee 2023 LOBs (Multi-Sports Complex).DOC

First Supplemental Trust Agreement -Lee 2023 LOBs (Multi-Sports Complex).DOC

IV. PUBLIC COMMENTS

No public comments were received.

V. OLD BUSINESS

V.A Lee County Multi-Sports Complex Bid Recommendation

Development Services Director Brandon Key presented a bid recommendation for the Multi-Sports Complex. The bid package was published and sent out on July 18, 2023 to all prequalified bidders. Eight firms were previously prequalified. On August 29, 2023, three bids were received and opened. Bids were submitted by Conti Civic, LLC (\$42,961,442), Bar Construction Company, Inc. (\$27,517,000), and Sanford Contractors, Inc. (\$26,817,160). Bids have been received and reviewed by McAdams and Lee County. Sanford Contractors has been confirmed as the lowest responsive, responsible bidder and is recommended for approval as the general contractor for the project. County Manager Lisa Minter provided a handout with the breakdown of the costs of the project, a copy of which is attached and incorporated into these minutes. A total potential cost of the project is \$42 million, which is \$2 million over the previously approved total of \$40 million. Mitch Brigulio of Davenport was present and gave a brief overview of the County's financial position. The County will sell the general obligation bonds tomorrow at a competitive sale and there are currently 13 bidders signed up to bid on those bonds. Bidders are bidding on three main components of the general obligation bonds: the interest rate, the bidders' costs and fees to purchase the bonds, and a premium or discount on the bonds. Davenport will award to the overall lowest interest rate. In the current market, Davenport is expecting bidders to pay a premium of \$2.1 million on the general obligation bonds. The plan is to issue \$25 million in general obligation bonds and \$17 million of limited obligation bonds. If the expected 2.1 million premium is received, less limited obligation bonds will be needed. Davenport is anticipating just shy of a \$40 million principal amount of bonds issued to generate the \$42 million to fund the project, but this is subject to market conditions. The Board held a public hearing and approved the general bond obligations already, which will be sold tomorrow. The next step is approving the resolutions.

2023-08-31 Lee County MultiSport-Certified Bid Tabulation-Final (002).pdf

Motion: Motion to approve Sanford Contractors to be awarded the bid for the Lee County Multi-Sport Complex to allow Lee County to move forward with contract negotiations.

Mover: Robert Reives

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

Absent: 1 - Bill Carver

Motion Result: Passed

V.B Resolutions Regarding Multi-Sport Complex Limited Obligation Bonds, Series 2023B Financing

Finance Director Candace Iceman presented the resolutions regarding the Multi-Sports Complex Limited Obligation Bonds, Series 2023B Financing. The Board will need to waive its policy to take action the same night as the public hearing.

PH_Prelim. Resolution_Approving Resolution-Lee 2023 LOBs (Multi-Sports Complex) (005).doc

Motion: Motion to waive the Board's policy to waive its policy to take action the same night as the public hearing.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

Motion: Motion to approve the Resolution Making Certain Findings and Determinations Regarding the Proposed Financing of a New Multi-Sport Complex and Requesting the Local Government Commission to Approve the Financing Agreement.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

Motion: Motion to approve the Resolution Approving and Authorizing the Sale and Issuance of Limited Obligation Bonds and the Execution and Delivery of a Master Trust Agreement, a First Supplemental Trust Agreement, a Deed of Trust, and Related Documents in Connection with the Financing of a New Multi-Sport Complex.

Mover: Mark Lovick

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

Absent: 1 - Bill Carver

Motion Result: Passed

V.C New Lee County Library (DD Presentation)

Development Services Director Brandon Key introduced Vines Architecture to provide an update on the New Library Project. Jeff Schroeder and Kaitlan Phelps of Vines gave a presentation regarding the design on the New Library, a copy of which is attached and incorporated into these minutes. The Library Board of Trustees and Library staff recommended Option A, a darker metal and brick, for the exterior of the building. The project is near the end of the design development phase and about to begin the construction documents and estimates/approvals phase. The design has a sensory space and calming room. Square tile carpet will be used, along with the terrazzo flooring and tile for bathrooms. A small kitchenette and vending machine area is also within the plan. Library Services Director Beth List said the kitchenette is designated as staff space and the vending machines will be available to the public. Covered drinks are currently allowed at the Library and staff has seen an increase in

attendance since implementing that rule. The multi-purpose room will have adequate acoustic treatment in the floor and ceiling for Commissioner meetings and events. Commissioner Bill Carver, while not in attendance, asked that the following be read into the record:

"I am the Board of Commissioners representative to the Library Board of Trustees and I attended the presentation by Vines made to the trustees and some of the library staff. The Board of Trustees recommended that the Commissioners approve Option A from the selection of exterior renderings. The trustees were particularly pleased with the way the design coordinates with the setting at the park. After viewing Vines presentation, I hope you also approve Option A."

Motion: Motion to approve design element recommendation of Scenario A provided by the Library Board of Trustees.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

V.D Planning Board Recommendation for UDO Text Amendment

The Board of Commissioners recused Commissioner Cameron Sharpe due to a potential conflict of interest. Zoning Administrator Amy McNeill presented the Planning Board's recommendation for a UDO text amendment to allow internally illuminated and changeable copy for nonresidential uses in all residential agricultural (RA) zoning districts. This amendment would primarily impact churches in residential areas.

01-UDO TA-Signs in Res Districts.pdf

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

Mover: Cameron Sharpe

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

Absent: 1 - Bill Carver

Motion Result: Passed

Motion: Motion to approve the Planning Board Recommendation for a UDO Text Amendment to Allow Internally Illuminated and Changeable Copy Signage for Nonresidential Uses Permitted in Residential Zoning Districts.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Robert Reives, Kirk Smith, Mark Lovick, Taylor Vorbeck

Abstain: 1 - Cameron Sharpe

Absent: 1 - Bill Carver

Motion Result: Passed

V.E Approve Agreement for Project Stronghold and Authorize Staff to Change the Name in the Agreement Once Announced and to Make Minor Changes to the Agreement Before Executed by the Chair

This item was removed from the Agenda.

VI. NEW BUSINESS

VI.A County Telephone System

Moved to after Public Comments.

IT Director Kyle Edwards gave a brief overview of the County's current telephone system. The current system has become expensive to maintain and will require replacement of 425 phones over the next two years due to end of life with the manufacturer. IT staff sent out an RFP for a hosted telephone system and received 14 responses. Only two of the 14 responses were considered due to cost, and Carolina Digital Telephone scored the highest. Mr. Edwards then introduced Carolina Digital Phone Founder/CEO Nicky Smith for a presentation, a copy of which is attached and incorporated into these minutes. Mr. Edwards said COVID was challenging with the current phone system, but it would have been easier with this proposed system from Carolina Phone. It will be an estimated \$30,000 annual savings for telephone expenses.

Motion: Motion to approve the RFP response from Carolina Digital Telephone and authorize the County Manager to sign the contract, once finalized and approved by the legal staff, and approve the PO associated with this project.

Mover: Dr. Andre Knecht

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

Absent: 1 - Bill Carver

Motion Result: Passed

VI.B Jail Feasibility Study - RFP

Development Services Director Brandon Key presented an overview of the Jail Feasibility Study RFP, which requested proposals from firms to perform a study on the current Lee County Jail Jail/Detention Center to determine the effectiveness, efficiency, security, structural integrity, and capacity of required detention facility space. Three firms submitted proposals, which included Moseley Architects, Dewberry, and CGL. All three proposals were reviewed by a Lee County internal review panel, which unanimously recommends Moseley Architects to perform the Jail Feasibility Study. References provided by Moseley Architects in the proposal submission have been contacted by Lee County. Overall Moseley Architects is recommended for the jail feasibility study due to experience on similar local projects and an extensive background working on related projects. Harnett, Johnston, and Orange counties have used Mosely. The proposed cost provided by the recommended firm is \$59,756, and contract negotiation is the next step if approved. Assistant County Manager of Operational Services Jennifer Gamble said the study will be roughly a five-month long process.

4320-01-24 Jail Feasibility Study Complete packet (1).pdf

Motion: Motion to approve staff recommendation to move forward with Moseley Architects for the Jail Feasibility Study.

Mover: Robert Reives

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

Absent: 1 - Bill Carver
Motion Result: Passed

VI.C Resolution to add Lee County Senior Services to the Lee County Human Services Agency

County Attorney Whitney Parrish presented a Resolution to add Lee County Senior Services to the Lee County Human Services Agency effective January 1, 2024. The Board of Commissioners created a Consolidated Human Services Agency composed of the Lee County DSS and Health Departments and created a Consolidated Human Services Agency Board to oversee the newly created Agency. The County Manager was granted the authority to hire a Consolidated Human Services Agency Director, who oversees the Consolidated Agency. Currently, the Senior Services Department is overseen by the Assistant County Manager who also serves as the Consolidated Human Services Agency Director. In order to continue to expand the services of the consolidated agency, it is staff's recommendation to move Senior Services into the Consolidated Agency. The Director of Senior Services will be overseen by the Consolidated Human Services Director and all employees will continue to serve under the Director and will abide by Lee County Personnel Policies. Staff is recommending that the advisory bodies of Senior Services continue to be the Senior Services Advisory Board and the Lee County Transportation Advisory Board.
Resolution Adding Senior Services to CHSA FInal.docx

Motion: Motion to approve and adopt the Resolution to add Lee County Senior Services to the Lee County Human Services Agency.

Mover: Robert Reives

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

Absent: 1 - Bill Carver
Motion Result: Passed

VI.D Bond Counsel Agreement

Finance Director Candace Iceman presented an agreement for the County's bond counsel, who plays a vital role in debt issuance by providing objective legal counsel and assistance with the preparation of various financing documents for submission to the Local Government Commission and other related debt issuance partners. Paul Billow, with Womble Bond Dickinson, has provided these services for Lee County in the past and has submitted a proposed fixed fee of \$75,000 for the Limited Obligation Bond, Series 2023B public sale debt issuance. The fee is strictly related to this bond issuance, although staff does contact Mr. Billow when needed.

Engagement Letter - County of Lee NC 2023 PR LOBs.pdf

Motion: Motion to review and approve the agreement with Womble Bond Dickinson for bond counsel in relation to the upcoming Limited Obligation Bond, Series 2023B debt issuance for the Multi-Sport Complex.

Mover: Robert Reives

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

Absent: 1 - Bill Carver
Motion Result: Passed

VII. MANAGERS' REPORTS

VII.A Sales Tax Report

Finance Director Candace Iceman provided the sales tax report for June 2023. Sales tax revenues are 7.2% above the same period last fiscal year.
June 2023 Sales Tax report.pdf

VII.B County Manager's Monthly Report for September 2023

County Manager Lisa Minter provided her Manager's Report for the month of September, a copy of which is attached and incorporated into these minutes. Ms. Minter commended staff for the recent opioid crisis community chat event. She also asked the Board to consider moving the annual Board Retreat from January to December, which is before the budget process kicks off. Ms. Minter and staff spoke with Mark Stewart about naming the Multi-Sports Complex and confirmed that Mr. Stewart is willing to entertain names from the County. She asked the Board to consider options for naming the park including having the Board choose a name, have the Parks and Recreation Advisory Board decide, or authorize staff to conduct a public survey. Ms. Minter said the County will not sell the overall name of the park. Discussion was held that staff would solicit names from the public and submit them to the Parks and Recreation Advisory Board and that Board would bring names to the Board of Commissioners for final approval.

County_Managers_Monthly_Report_September_18_2023_HH.d

ocx CHSB_Minutes_7-12-2023_approved.docx

Library_9.13.23 Lee County Library Board Agenda.pdf

Library_6.14.23 LCL Board Meeting Minutes

APPROVED.pdf

Library_2023_august_Director_Report.pdf ParksRec

Advisory Board Minutes_8-28-23.pdf

Permit_Issuance_Summary-August 2023.pdf

Tax_Monthly Managers Report August

2023.docx TRC Agenda_September.pdf

Motion: Motion to move the annual Board Retreat to December 14 and 15, 2023, in lieu of the second December meeting.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

Motion: Motion to direct staff to conduct a public survey (per the naming policy) for name suggestions for the Multi-Sports Complex.

Mover: Cameron Sharpe

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

Absent: 1 - Bill Carver
Motion Result: Passed

VIII. COMMISSIONERS' COMMENTS

IX. CLOSED SESSION

Motion: Motion to go into Closed Session per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.

Mover: Dr. Andre Knecht

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

Absent: 1 - Bill Carver

Motion Result: Passed

The Board took a ten-minute break beginning at 7:29 p.m. prior to entering Closed Session.

ADJOURN

Commissioner Robert Reives left the meeting at 7:53 p.m.

Motion: Motion to go back into Open Session. The Board resumed the meeting at 7:54 p.m.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

Absent: 2 - Robert Reives, Bill Carver

Motion Result: Passed

Motion: Motion to adjourn. The Board adjourned at 7:54 p.m.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck

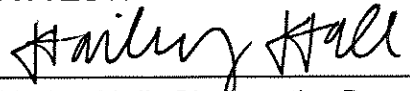
Absent: 2 - Robert Reives, Bill Carver

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 9/18/23/03
 DATE: September 18, 2023

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	1100-3930-38600	Miscellaneous Refund	10,000	8,822	18,822
Other Revenue	1100-3930-38330	Insurance Refund	10,000	146,870	156,870
Health-Communicable Dis.	1100-3510-33440	DEHNR Communicable Disease	5,635	258,033	263,668
Health-COVID Cares	1100-3510-33701	DEHNR COVID Cares	-	9,508	9,508
Health-Maternal Health	1100-3510-33360	DEHNR Maternal Health	29,153	2,000	31,153
TOTAL CHANGES				425,233	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Parks and Recreation	1100-6120-46800	Facility Development	381,443	146,870	528,313
Buggy Factory	1100-4263-46411	Capital Outlay > \$5000	12,550	8,822	21,372
Health-Communicable Dis.	1100-5115-43110	Professional Medical	5,380	5,000	10,380
Health-Communicable Dis.	1100-5115-43300	Maint Equipment	1,167	3,000	4,167
Health-Communicable Dis.	1100-5115-43400	Conference & Meetngs	3,267	3,000	6,267
Health-Communicable Dis.	1100-5115-43410	Travel	5,236	5,000	10,236
Health-Communicable Dis.	1100-5115-43960	Contracted Services	16,840	199,033	215,873
Health-Communicable Dis.	1100-5115-44730	Lab Services	11,581	5,000	16,581
Health-Communicable Dis.	1100-5115-44100	Office Supplies	1,526	5,000	6,526
Health-Communicable Dis.	1100-5115-44170	Med/Ed Supplies	8,573	5,000	13,573
Health-Communicable Dis.	1100-5115-44172	Non Prescript Drugs	5,121	5,000	10,121
Health-Communicable Dis.	1100-5115-46400	Capital Outlay	-	12,000	12,000
Health-Communicable Dis.	1100-5115-46412	Tech Equip <\$ 5,000	2,483	2,500	4,983
Health-Communicable Dis.	1100-5115-46415	Equip <\$500	-	6,000	6,000
Health-Communicable Dis.	1100-5115-46416	Tech Equip <\$500	1,232	2,500	3,732
Health-COVID Cares	1100-5126-43960	Contracted Services	-	8,000	8,000
Health-COVID Cares	1100-5126-44170	Med Ed Suppplies	-	1,508	1,508
Health-Maternal Health	1100-5101-44170	Med Ed Suppplies	6,213	2,000	8,213
TOTAL CHANGES				425,233	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Drug Seizure Funds	2110-3990-39900	FUND BALANCE APPROPRIATED		11,735	11,735
TOTAL CHANGES				<u>11,735</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Drug Seizure Funds	2110-4310-46411	CAPITAL OUTLAY \$5000 AND ABOVE		11,735	11,735
TOTAL CHANGES				<u>11,735</u>	


 KIRK SMITH, CHAIR


 HAILEY HALL, CLERK TO THE BOARD



NC STATE

EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Lee County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).
6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.
7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.
8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.
9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.
10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.
11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.

NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
 1. Employer contributions to all applicable Federal and State taxes.
 2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
 3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
 - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
 - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
 - i. All County Extension Directors and Extension Agents; and
 - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,
 Cost-of-living adjustments (COLA),
 Merit adjustments,
 Bonuses (in any form conveyed), and
 Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.
DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of August 31, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature:  Date: _____
KIRK D. SMITH
Chairperson or Designee Board of County Commissioners
Lee County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____

Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act. 8


Finance Officer, Lee County

NC STATE**EXTENSION****Addendum to Memorandum of Agreement
Lee County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Lee County as of August 31, 2023.

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/4-H Youth Development	50	50
Program Assistant – 4-H Youth Development	50	50
Agent – Agriculture/Field Crops/Livestock	50	50
Agent – Agriculture/Horticulture	80	20
Agent – Family and Consumer Sciences	66	34
Agent – Local Foods	100	0
Administrative Assistant	50	50

County Ag Add-On = .2

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.



August 25, 2023

Joseph Keel, Parks and Recreation Director
Lee County
805 South Fifth Street
Sanford, NC, 27331

RE: **Proposal for Professional Services
O.T. Sloan Park Accessible Playground
Sanford, North Carolina
WithersRavenel Project No. 23-0617**

Dear Mr. Keel,

WithersRavenel, Inc. is pleased to provide this proposal to Lee County for consulting services. The project encompasses 1 parcel totaling approximately 0.3 acres and is described as Lee County, NC PIN(s): 9652-35-6448-00.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached proposal. My contact information is below.

Sincerely,
WithersRavenel

Jon Blasco, PLA, ASLA
Senior Project Manager, Design + Planning
jblasco@withersravenel.com
Ph. 919.678.3801 | Direct. 919.817.5356

Lee County Sanford, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Lee County and formalize an agreement for the implementation and logistics for these services.

This proposal is based on the project site located within the existing O.T. Sloan Park located at 1418 Bragg St. in Lee County, Sanford, North Carolina.

Listed below is a summary of several key aspects of the project based on our discussions, preliminary research, and Exhibit III. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- ▶ The project program includes the design of:
 - A pad for an accessible playground, (play equipment design and installation will be by others)
 - Accommodations for pedestrian accessibility including ADA accessible walkways and parking spaces.
 - Fencing along the north, east and south boundaries of the play area and two gates.
 - A seat wall that will also serve to manage grade.
 - A pedestrian plaza outside of the playground.
 - The location and selection of benches and other site furnishings such as trash cans.
 - Accessibility upgrades to the existing restroom facilities.
- ▶ Wetlands, streams and associated buffers are not anticipated on the property, so environmental delineations have not been included.
- ▶ Federally listed threatened or endangered species may be present or within a one-mile range of the project area, so a Federal Endangered Species Survey has been included.
- ▶ Traffic Impact Analysis, traffic counts and road improvements are not anticipated to be required for this project and therefore have not been included in this scope of services.
- ▶ It is assumed that post construction stormwater treatment will not be required and therefore has not been included.
- ▶ As the site project area of disturbance is less than one (1) acre, NCDEQ permitting for erosion control is not anticipated to be required.
- ▶ Additional proposal(s) for services not included in this contract will be provided separately as needed or upon request.

For the purposes of this proposal and any subsequent agreements the following references shall apply:

- ▶ Lee County shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Sanford shall be known as "City"; Lee County shall be known as "County"; The executed proposal shall be known as the "Agreement".

- ▶ The following agency references also apply: North Carolina Department of Transportation shall be known as "NCDOT"; US Army Corps of Engineers shall be known as "USACE"; North Carolina Department of Environmental Quality shall be known as "NCDEQ".

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. The estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- ▶ Due Diligence: Estimated 1 month
- ▶ Design and Permitting: Estimated 4 Months total;
- ▶ Services During Construction: Estimated 4 Months total;
- ▶ Active Construction: Estimated 3 Months.

The above-estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness and additional permit and/or plan reviews of review agencies;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

Timeframe through construction will vary based on:

- ▶ The Client's schedule and phasing;
- ▶ Contractor's progress and adherence to completion date;
- ▶ Client and/or Agencies requesting additional work.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 10 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel has control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Project Management

WithersRavenel shall provide coordination and communication efforts for items relating to the Project that are not specifically covered in separate tasks outlined in the scope with specific items shown below:

- ▶ Prepare for and attend a virtual kick-off meeting with the Client. Meeting to be attended by two (2) WithersRavenel attendees, eight (8) hours total including travel.
- ▶ Provide phone, virtual check-in meetings, and email coordination with the Client, including biweekly project email updates throughout design and permitting (half an hour per week for 8 months, 16 hours total).
- ▶ Attend virtual meetings with Client consultants or partners and provide email correspondence (up to 6 hours)

- ▶ Manage internal project processes, communication, and resources during process through design as noted in the Scope of Services.

Task 2. Due Diligence Phase

2.1. Federal Endangered Species Survey

WithersRavenel shall perform the following services associated with this task:

- ▶ Review available data from the US Fish and Wildlife Service (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NCNHP) to identify federally listed threatened and endangered species known to occur in Lee County.
- ▶ Submit a project review request to the NCNHP to identify any known historic or current occurrences of federally listed threatened or endangered species within the project area or within 1.0 miles of the project area.
- ▶ Review available NCNHP GIS data to identify known occurrences of federally listed threatened or endangered species within 5.0 miles of the project.
- ▶ Complete review of available literature on habitat descriptions for federally listed threatened and endangered species known to occur in Lee County.
- ▶ Conduct a site review to assess and map vegetative communities to identify potential habitats for federally listed threatened and endangered species.
- ▶ Conduct a pedestrian survey of all potential habitats to determine the presence/absence of federally listed threatened and endangered species.
- ▶ Prepare a letter report documenting the findings of the survey, including Biological Conclusions for "effect" determinations on listed species. For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may not be readily detectable during the time of the survey (i.e., flowering plants), WithersRavenel will provide a statement concerning the likelihood of the species occurrence based on available data and habitat observations, as well as recommendations for further surveys if necessary.
- ▶ Submit a report of findings to the USFWS for concurrence.

2.2. SUE Level B Survey

WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate utilities within the specific areas outlined in the attached map. All utilities designated will be marked using the American Public Works Association (APWA) guidelines with marking paint and/or pin flags. Irrigation lines will have their main lines marked from one control box to the next. In addition to a field sketch, WR will survey the findings of the Level B investigation and provide an AutoCAD deliverable depicting all of the utilities designated.

2.3. TOPO Survey

- ▶ WithersRavenel will provide a topographic survey for a portion of Lee County PIN: 9652-35-6448-00. The area included in the topo is ± 1.15 acres;
- ▶ Horizontal control will be based on NC State Grid, NAD'83(2011);
- ▶ Vertical control will be based on NAVD'88;
- ▶ Conventional survey will be completed using spot grades at approximate 50' intervals and/or LiDAR mapping using UAS (Unmanned Air System). Agreement to this proposal will constitute permission to fly the UAS over the project site and properties;



- ▶ Contours will be mapped at 1-foot intervals;
- ▶ Locate all visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc., within the topo limits;
- ▶ Utilities will be located based on observation of visible and obvious surface features. Sub-surface utility location will be performed under separate tasks;
- ▶ Storm and Sanitary Sewer, if any, will be located to include top and invert elevations, pipe sizes, and types, where such determinations are possible;
- ▶ A project benchmark will be set and identified in the mapping;
- ▶ Location of tree lines, plus a limited number of individual trees as specified by the design team;
- ▶ Mapping will be completed to a scale to be determined by the client's engineer and will be delivered as a signed hard copy in PDF format and as a digital CAD file in AutoCAD .dwg format;

Not included in the scope:

- ▶ Time and expense for resolution of conflicts of the boundary with adjacent properties such as gaps and overlaps and/or conflicts between deeds;
- ▶ Preparation of any recordable or non-recordable boundary, subdivision, recombination, easement, right-of-way or other surveys.

Task 3. Construction Documents, Specifications, and Permitting

WithersRavenel will prepare final construction drawings for for review by Lee County. The construction plans and documents will be based on the site plan submitted as part of the 2022 Accessibility for Parks Grant that has been awarded to Lee County.

The following plan sheets will be prepared and submitted to Lee County for Zoning Compliance Review

- ▶ Construction drawings will be prepared and will include all of the plans noted below:
 - Cover sheet;
 - General Notes sheet;
 - Existing Conditions plan;
 - Demolition plan;
 - Site plan, including signage locations and pavement markings;
 - Grading and Drainage plan;
 - Erosion & Sedimentation Control plan, calculations, and details;
 - Landscape plan and details;
 - Construction Details
- ▶ Technical Specifications – Specifications will include Division 0, 1 and Divisions 2-33, as needed, to support the scope of work as defined by construction plans.
 - Specs will be completed and provided to the Client for review at the initial CD Plan submittal and at the 2nd CD submittal.
- ▶ Utility drawings are excluded from this contract, as it is assumed that the existing utilities serving the existing restroom building are sufficient/satisfactory for the restroom renovations.



- ▶ Permit documents as required by Lee County. It is assumed that only Zoning Compliance approval will be required for these updates to the existing park. TRC permitting is excluded from this contract and if required will be considered additional services.
- ▶ Zoning Compliance review includes (3) three total submittals and including (2) resubmittals. If additional submittals are required, they will be considered "Additional Services" and billed at an hourly rate per Exhibit II. Submittals reflecting design changes requested by the Client, Owner, or other Consultant are subject to additional fees.
- ▶ Coordination with Playground Equipment Supplier
 - It is assumed that the playground will be designed by others. WR will coordinate with the selected manufacturer to ensure that the playground footprint is appropriate for the selected equipment and that grading and drainage is adequate.

Task 4. Architectural Services

We understand the architectural scope of work to include:

- ▶ Renovate the existing Men's and Women's restrooms to be single use restrooms. Both restrooms layouts are to be ADA compliant.
- ▶ Provide new wall and ceiling materials and finishes.
- ▶ Provide new floor finishes in both restrooms
- ▶ Provide new plumbing fixtures and toilet accessories
- ▶ Provide new entrance doors, door frames and door hardware as well as ADA compliant signage
- ▶ Exterior repairs as required (replace damaged/rotted wood, replace shingles, replace light and electrical fixtures)
- ▶ No improvements will be undertaken in the concessions stand area

4.1. Due Diligence

Tim Sherman will undertake a site visit to field measure the existing facility, including vertical dimensions and structural entities. These field measurements will be used to generate an existing base floor plan and exterior elevations. These drawings will then be used as the basis for the preliminary designs.

4.2. Construction Drawings

Preliminary Design

A preliminary floor plan will be generated showing the revisions to be made to the existing restroom layouts. This will be modified as required based upon review comments from the Owner.

Construction Documents

Once the preliminary floor plan have been approved, work will begin on the architectural construction drawings. The following is a list of architectural construction drawings and/or documents that have been determined to be necessary to facilitate building plan approval, bidding and construction of the project. Plans and specifications will be developed to a level to allow for lump sum bidding of the project.

- ▶ Architectural
 - Commercial Building Code Summary Data Sheet (Appendix "B")
 - Existing Floor Plan / Demolition Plan
 - Floor Plan w/ Room Finish Plan



- Floor Finish Plan
- Reflected Ceiling Plan
- Enlarged Plans and Interior Elevations of the restroom areas, including indication of ADA compliance and toilet accessories to be provided
- Exterior Elevations (4)
- Interior Wall Sections (1 assumed)
- ▶ Plumbing
 - Waste and Water piping plans
 - Plumbing Fixture Schedule
- ▶ Electrical
 - Power and Lighting plan
 - Panel Schedule / Riser Diagram
- ▶ Project Manual
 - Specifications sections for work undertaken under the architectural portion of the project will be generated and provided to WithersRavenel to be included in the project manual.

Task 5. Bidding

It is assumed that Lee County will publicly bid the above improvements at O.T. Sloan Park in combination with Phase 2 improvements at Kiwanis Children's Park (design & permitting previously completed by WithersRavenel) as one construction project with one selected contractor. WithersRavenel will perform public bid phase activities for the the combined construction projects, including the following:

- ▶ Prepare bid advertisement (to be posted to IPS and other venues by the Client);
- ▶ Furnish construction documents for both sites to bidders via an electronic bidding service;
- ▶ Attend and conduct pre-bid meeting (estimated (1) one meeting attended by (2) two WR staff @ 4 hours each);
- ▶ Answer contractor/client questions during bidding (estimated (8) eight hours total);
- ▶ Prepare and issue addenda (estimated 2 addenda);
- ▶ Assist on-site with bid opening (assume 1 WR staff member @ (3) three hours total);
- ▶ Evaluate bids and prepare bid tabulation (estimated four (4) hours total);
- ▶ Provide award recommendations to the Client.

The above services apply to one (1) bidding cycle only, i.e., it does not include additional bid attempts due to insufficient, incomplete, non-compliant, or Client-rejected bids. Any additional bidding cycles will result in an additional fee.

Task 6. Construction Administration and Observation

It is assumed that improvements at O.T. Sloan Park will be completed in combination with Phase 2 improvements at Kiwanis Children's Park (design & permitting previously completed by WithersRavenel) as one construction project with one selected contractor.

The active construction timeframe begins with the installation of erosion control. WithersRavenel estimates the active construction timeframe to be four (4) months starting with erosion control installation through the completion of the supporting infrastructure.

6.1. Construction Administration (Site)

WithersRavenel will perform the following Construction Administration services as part of this task:

- ▶ Attend Preconstruction Conference with Client and Contractor assumes 2 WR staff @ 4 hours each);
- ▶ Review shop drawings (estimated five (5) hours total);
- ▶ Request for Information (RFI) response (estimated ten (15) hours total);
- ▶ Review and provide recommendation of payment for contractor Pay-Applications (estimated three (3) hours per pay-app, assumed four (6) pay-applications);
- ▶ Review and provide recommendation for contractor Change Order requests (estimated two (2) hour per change order, assumed three (3) change order requests);
- ▶ Attend monthly project progress meetings with Client and contractor (assume 2 WR staff @ 4 hours each);
- ▶ Manage internal processes and maintain communication with Client, Contractor and Lee County during the construction period (estimated six (6) months) – Includes email, phone calls, letters, etc. (estimated 0.5 hours per week)
- ▶ Prepare agendas and meeting summaries / field reports for all meetings.

6.2. Construction Observation (Site)

WithersRavenel will perform the following Construction Observation Services as part of this task:

- ▶ Periodic general observation and documentation concerning the construction of the Project's public utility and hardscape infrastructure which includes utility services, sidewalks, fencing, parking, playground equipment, etc. (estimated twelve (12), four (4) hour site visits during the active construction period).
- ▶ Observation includes monitoring the operations of the contractor during construction activities for general compliance with the approved plans and Lee County standards. Field Reports of activities observed while on site shall include;
 - Photographs of project site and work performed;
 - Identify and document progress of work;
 - Identify and document non-conformance observed during site visit;
 - Prepare field reports of activities observed while on site;
- ▶ Site visits by Engineer of Record (assumed a three (3) hour site visit approximately once (1) per month during the active construction period).

The following is a list of critical items that WithersRavenel staff need to observe during construction activities to meet minimum requirements per the approved plans as applicable to this project:

- ▶ Receipt of copy of cross slopes, longitudinal slopes, pavement widths of an as-built survey of sidewalk (to be provided to WithersRavenel by Owner or Owner's Surveyor);
- ▶ Geotechnical test results on stone and asphalt densities and thicknesses (to be provided by Owner to WithersRavenel);
- ▶ Review construction for general compliance with the current Lee County standard specifications and general compliance with the intent of the plans and specifications.

If the estimated schedule is accelerated or delayed, the overall fee could be adjusted accordingly.

Because WithersRavenel will not contract directly with Geotechnical firms or any contractor performing the work, we are not responsible for the direction of work. The intent of on-site observation is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work is being performed generally in accordance with the general construction standards and specifications, contract documents. WithersRavenel shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Based on the site visits, WithersRavenel shall keep the Owner reasonably informed about the progress of the associated Work completed, and it shall be the Owner's responsibility to make decisions on work progress, changes, and costs. Also, it shall be the Client's responsibility to engage the contractor and schedule to repair any work that needs remediation as identified by the government agencies inspection reports or notices of violations or as identified on WithersRavenel reports.

WithersRavenel is also not responsible for posting bonds and financial guarantees or payment of fees and other items related to design and permitting. WithersRavenel is not responsible for fines levied against the Owner for failure to complete corrective actions.

6.3. Construction Observation (Architectural)

Tim Sherman include four (4) site visits during the bidding and construction of the project:

- ▶ Pre-bid meeting at the site
- ▶ Pre-construction conference at the site
- ▶ Rough-in stage completion
- ▶ Final punch list site visit

Tim Sherman will review the following shop drawing submittals:

- ▶ Doors, Frames, and Door Hardware
- ▶ Toilet Accessories
- ▶ Architectural Fiberglass Shingles
- ▶ Plumbing Fixtures
- ▶ Light Fixtures

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid for by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Design Services

- ▶ Off-site improvements;
- ▶ Off-site utility or road improvements;
- ▶ Utility Design
- ▶ LEED certification coordination;
- ▶ Pavement design;
- ▶ Structural/foundation design and certification;
- ▶ Equipment Selections/Design;



- ▶ Site Lighting is limited to fixture selection; electrical engineering not included;

Documents/Drawings

- ▶ Record (As-Built) Plans;

Environmental Services

- ▶ SHPO Historic Resources Assessment;
- ▶ Wetland Delineations;
- ▶ USACE Jurisdictional Determination;
- ▶ NCDWR/Local Municipality Buffer Determination;
- ▶ Phase I & II ESA's;

Geomatics Services

- ▶ Annexation Plats;
- ▶ Tree survey/cover report by Registered Forester;
- ▶ Surveys for off-site improvements;
- ▶ Platting services;
- ▶ GIS mapping services;
- ▶ Construction staking;
- ▶ Building staking;
- ▶ As-built (record drawing) surveys;
- ▶ Easements, Easement/ROW Plats;

Landscape Architecture Services

- ▶ Irrigation design;
- ▶ Renderings;
- ▶ Public art design or commissioning;

Offsite/Specialty

- ▶ Development agreements;
- ▶ Utility allocation agreements;
- ▶ Preparation of electronic file suitable for GPS machine control;
- ▶ Expert witnesses;

Permitting Services

- ▶ Building permits and associated work;
- ▶ Water/Sewer permits;
- ▶ 401/404 permitting;
- ▶ Floodplain Development permit;
- ▶ NCDOT permitting;
- ▶ Sign permitting;

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ Variance and Quasi-Judicial processes;
- ▶ Off-site Sewer Analysis;

General

- ▶ All plan submittal, review, or permitting fees;

- ▶ Traffic Impact Analysis;
- ▶ Signalization Studies;
- ▶ Hydrant flow determination and hydraulic analyses;
- ▶ Existing sewer hydraulic analyses;
- ▶ Special & Conditional Use Permits;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Geotechnical services;
- ▶ Architectural and MEP services;
- ▶ Structural Services;
- ▶ Arborist/Registered Forester Services;

Services During Construction

- ▶ Construction management;
- ▶ Dry utility coordination/design;
- ▶ NPDES monitoring/reporting;
- ▶ Loan draw certifications;
- ▶ Bonds and Bond Estimates;
- ▶ Record drawings/as-builts;
- ▶ Engineer Certifications;
- ▶ O&M/SWMP Manuals;

Stormwater Services

- ▶ Stormwater Management Plan;
- ▶ Stormwater Pollution Prevention Plan (SWPPP) update or revision;
- ▶ Secondary containment designs;
- ▶ SCM design;
- ▶ Culvert design;
- ▶ Dam inspection, engineering, or analysis;
- ▶ Dam breach analysis;
- ▶ Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- ▶ Soil investigations (such as Seasonal high-water table determinations);
- ▶ Soil Media Mix Testing and Gradation Certification;
- ▶ Downstream impact analysis;
- ▶ Nutrient calculations;
- ▶ Peak flow analysis;
- ▶ SCM conversion.
- ▶ Any work previously provided in other proposals;
- ▶ Any other services not specifically listed within Section C.

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- ▶ **General:**
 - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - All submittal, review, or permitting fees associated with the Project;
 - Provide unencumbered access to the project site
- ▶ **Construction Specific:**
 - Provide direction and payments to contractors;
 - Review all change proposals

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Management	\$6,500
Task 2	Due Diligence Phase	
2.1	Federal Endangered Species Survey	\$2,500
2.2	SUE Level B	\$2,000
2.3	Topo Survey	\$5,200
Task 3	Construction Documents, Specifications and Permitting	\$35,500
Task 4	Architectural Services	
4.1	Due Diligence	\$1,400
4.2	Construction Drawings	\$6,500
Task 5	Bidding Assistance	\$5,000
Task 6	Construction Administration / Observation	
6.1	Construction Administration - Site (Hourly)	\$9,100
6.2	Construction Observation - Site (Hourly)	\$7,800
6.3	Construction Observation - Architectural	\$1,750
Total		\$83,250

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task. Payment is due upon receipt of invoice.



The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Acceptance

This proposal is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and Lee County. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

ACCEPTED BY:

Lee County

Jon Blasco August 25, 2023
Signature Date
Jon Blasco, PLA, ASLA
Name
Senior Project Manager
Title

Kirk Smith
Signature Date
Joseph Koel Kirk Smith
Name
Parks and Recreation Director Chairman,
Title Lee County Board of Commissioners

Courtney A. Landoll August 25, 2023
Signature Date
Courtney Landoll, PLA, ASLA
Name
Director of Landscape Architecture
Title

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.
Candace Heman
Finance Officer, Lee County

Attachments:

- Exhibit I- Standard Terms and Conditions
- Exhibit II- Fee & Expense Schedule
- Exhibit III- Scoping Map

Exhibit I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. ~~If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.~~

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ~~ten (10)~~ days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

~~4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.~~

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination ~~and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.~~

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of ~~or without the fault or negligence~~ of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

~~20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.~~

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. ~~Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.~~

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

Exhibit II Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
Engineering & Planning		Funding & Asset Management		Environmental	
Construction Project Professional	\$145	GIS Senior Specialist	\$165	Environmental Technician I	\$80
Construction Manager I	\$150	GIS Specialist	\$145	Environmental Technician II	\$95
Construction Manager II	\$165	GIS Survey Technician I	\$75	Environmental Technician III	\$100
Senior Construction Manager	\$185	GIS Survey Technician II	\$100	Senior Environmental Technician	\$110
CAD Technician I	\$105	GIS Survey Technician III	\$115	Environmental Project Geologist I	\$145
CAD Technician II	\$115	GIS Survey Lead	\$130	Environmental Project Geologist II	\$160
Senior CAD Technician	\$140	GIS Technician	\$95	Environmental Project Geologist III	\$180
Designer I	\$130	GIS Analyst I	\$115	Environmental Senior Project Geologist	\$200
Designer II	\$150	GIS Analyst II	\$130	Environmental Assistant Project Manager	\$160
Senior Designer	\$170	GIS Project Manager	\$165	Environmental Project Manager	\$180
Landscape Architect I	\$150	F&AM Assistant Project Manager	\$160	Environmental Senior Project Manager	\$200
Landscape Architect II	\$175	Intern I	\$65	Environmental Director	\$230
Landscape Architect III	\$190	Intern II	\$85	Environmental Project Engineer I	\$145
Senior Landscape Architect	\$210	F&AM Implementation Specialist	\$145	Environmental Project Engineer II	\$160
Landscape Designer I	\$130	F&AM Project Consultant I	\$115	Environmental Project Engineer III	\$180
Landscape Designer II	\$140	F&AM Project Consultant II	\$125	Environmental Senior Project Engineer	\$200
Planning Technician	\$110	F&AM Project Consultant III	\$130	Environmental Principal	\$250
Planner I	\$120	F&AM Project Consultant IV	\$135	Environmental Project Scientist I	\$145
Planner II	\$140	F&AM Senior Project Consultant I	\$145	Environmental Project Scientist II	\$160
Planner III	\$165	F&AM Senior Project Consultant II	\$150	Environmental Project Scientist III	\$180
Senior Planner	\$175	F&AM Project Manager	\$165	Senior Environmental Project Scientist	\$200
Project Engineer I	\$165	F&AM Principal	\$250	Environmental Scientist I	\$105
Project Engineer II	\$175	F&AM Director	\$230	Environmental Scientist II	\$125
Project Engineer III	\$190	F&AM Staff Professional I	\$70	Environmental Scientist III	\$135
Senior Project Engineer	\$210	F&AM Staff Professional II	\$110	Environmental Geologist I	\$105
Assistant Project Manager	\$175	F&AM Staff Professional III	\$150	Environmental Geologist II	\$125
Project Manager	\$190	F&AM Staff Professional IV	\$185	Environmental Geologist III	\$135
Senior Project Manager	\$210	F&AM Senior Project Manager	\$210	Environmental Professional I	\$105
Resident Project Representative I	\$100	F&AM Senior Technical Consultant	\$240	Environmental Professional II	\$125
Resident Project Representative II	\$115	Geomatics		Environmental Professional III	\$135
Resident Project Representative III	\$130	Geomatics CAD I	\$100	Environmental Sr. Technical Consultant	\$225
Senior Resident Project Representative	\$140	Geomatics CAD II	\$115	Administrative	
Staff Professional I	\$90	Geomatics CAD III	\$130	Administrative Assistant	\$65
Staff Professional II	\$140	Geomatics Project Manager I	\$165	Administrative Assistant I	\$80
Staff Professional III	\$150	Geomatics Project Manager II	\$175	Administrative Assistant II	\$90
Staff Professional IV	\$185	Geomatics Project Manager III	\$185	Administrative Assistant III	\$100
Senior Staff Professional	\$195	Geomatics Project Professional I	\$145	Marketing Administration I	\$90
Senior Technical Consultant	\$245	Geomatics Project Professional II	\$170	Marketing Administration II	\$115
Client Experience Manager	\$225	Geomatics Principal	\$235	Director of Marketing	\$145
Director	\$230	Geomatics Remote Sensing Crew I	\$210	Office Administration	\$70
Principal	\$250	Geomatics Remote Sensing Crew II	\$295	Office Administrator I	\$115
Zoning Specialist	\$325	Geomatics Survey Crew I	\$150	Office Administrator II	\$120
Project Coordinators		Geomatics Survey Crew II (2 Man)	\$190	Office Administrator III	\$125
Project Coordinator I	\$95	Geomatics Survey Crew III (3 Man)	\$225	Other	
Project Coordinator II	\$110	Geomatics Senior Manager	\$210	Expert Witness	\$400
Project Coordinator III	\$120	Geomatics Survey Tech I	\$60	Expenses	
Senior Project Coordinator	\$130	Geomatics Survey Tech II	\$90	Bond Prints (Per Sheet)	\$1.75
Lead Project Coordinator	\$140	Geomatics Survey Tech III	\$115	Mylar Prints (Per Sheet)	\$11.00
KNA		Geomatics Survey Tech IV	\$125	Mileage	Per IRS
CAD Designer	\$80	Geomatics Sr. Technical Consultant	\$210	Delivery - Project Specific (Distance & Priority)	
Construction Observer	\$85	Geomatics SUE Crew 1	\$190	Subcontractor Fees (Markup)	1.15
Engineer	\$137	Geomatics SUE Crew 2	\$260	Expenses / Reprod. / Permits (Markup)	1.15



**RESOLUTION DELEGATING REFUND AUTHORITY FOR
OVERPAYMENTS OF EXCISE TAX**

WHEREAS, all grantors of interest in real property are required to pay an excise tax to the register of deeds of the county in which the real estate is located before recording the instrument of conveyance, unless otherwise exempted;

WHEREAS, on occasion excise taxes are overpaid due to such actions as recording a deed in the wrong county or mistakenly paying the tax when exempt;

WHEREAS, North Carolina General Statute § 105-228.37 grants a board of county commissioners the authority to determine a refund request under the statutory guidelines;

WHEREAS, North Carolina General Statute § 105-228.37 was amended by Session Law 2022-50 adding a new subsection, subsection (a)(1) authorizing a board of commissioners to delegate, by resolution, to either or both the county manager or the county finance officer the discretion to grant a request for a refund for overpayments of excise tax paid in accordance with the statute; and

WHEREAS, this Board has determined that it is in the best interests of the citizens and residents of Lee County to delegate this task.

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

1. That the Lee County Manager and Lee County Finance Director, or either of them, are hereby authorized to grant requests for refund of overpayments of excise taxes paid in accordance with the provisions and guidelines of North Carolina General Statute § 105-228.37.
2. The request for refund of overpayment, if granted, will be processed in the same manner as if granted by the Board of Commissioners and paid through the normal course of business for the finance department.
3. That this resolution shall be effective upon its adoption.

Dated this the 18th day of September, 2023.

Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk
Lee County Board of Commissioners





**Resolution of the Lee County Board of Commissioners to
Credit the Lee County Sheriff, Brian Estes
for Vacation and Sick Leave Time**

WHEREAS, benefited positions in the County of Lee are afforded vacation and sick leave in accordance with the Lee County Government Personnel Policies F-1 and F-2; and

WHEREAS, the Sheriff, Brian Estes was an exempt employee prior to being appointed as the interim Sheriff and his accrual time ceased upon appointment as interim Sheriff;

WHEREAS, after his election to the Office of Sheriff, the Sheriff resumed accrual of vacation and sick leave time in accordance with the Personnel Policies; and

WHEREAS, the Lee County Board of Commissioners, now finds that it is in the best interest of Lee County citizens that Lee County Sheriff's vacation and sick leave time accrued during his tenure as interim Sheriff be credited to him;

WHEREAS, the Sheriff, Brian Estes, and the Lee County Board of Commissioners have agreed to the set number of sick days and vacation days herein as a full and final settlement of any claims for accrual time;

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

1. The Lee County Sheriff, Brian Estes, shall be credited for 104 sick hours and for 102 vacation hours representing the full amount of time accrued by him during this tenure as interim Sheriff.
2. The Lee County Human Resources Department shall ensure that the credited days are appropriated in his Human Resources file.

Adopted this the 18th day of September, 2023.


Kirk D. Smith

Chair, Lee County Board of Commissioners

ATTEST: 
Hailey Hall, Clerk to the Board



CERTIFIED STATEMENT
FY2024
RURAL OPERATING ASSISTANCE PROGRAM
County of Lee

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2023 to June 30, 2024 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Lee North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.


- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2024 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$80,159</u>	<u>\$80,159</u>
Employment Transportation Assistance Program (EMPL)	<u>\$19,438</u>	<u>\$19,438</u>
Rural General Public Program (RGP)	<u>\$110,577</u>	<u>\$110,577</u>
TOTAL	<u>\$210,174</u>	<u>\$210,174</u>

WITNESS my hand and county seal, this ____ day of ____, 20__.


 Signature of County Manager/Administrator
 Lisa G. Minter

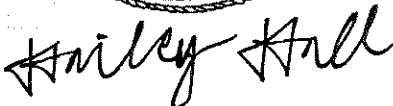
Printed Name of County Manager/Administrator


 Signature of County Finance Officer
 Candace Iceman

Printed Name of County Finance Officer

State of North Carolina County of





Application for Transportation Operating Assistance

FY2024 Rural Operating Assistance Program (ROAP) Funds

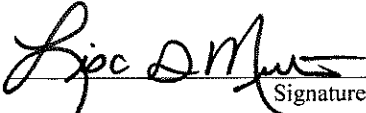
Name of Applicant (County)	Lee
County Manager	Lisa G. Minter
County Manager's Email Address	lminter@leecountync.gov
County Finance Officer	Candace Iceman
CFO's Email Address	caiceman@leecountync.gov
CFO's Phone Number	(919) 718-4600 ext. 5512
Person Completing this Application	Deborah P. Davidson
Person's Job Title	Director – Lee County Senior Services/County of Lee Transit System
Person's Email Address	ddaivdson@leecountync.gov
Person's Phone Number	(919) 776-0501 ext. 2216
Community Transportation System	County of Lee Transit System
Name of Transit Contact Person	Tonya Surratt
Transit Contact Person's Email Address	tsurratt@leecountync.gov

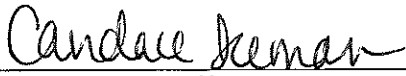
Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager:  _____ Date: 9/18/23
Signature

County Finance Officer:  _____ Date: 9/20/23
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2024 ROAP Program Schedule

Application Deadline

October 11, 2023

Anticipated Funds Disbursement

Week of November 13, 2023

***Counties with unspent FY23 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs in one disbursement however, if it is determined that a single disbursement is not possible, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
<p>A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?</p> <p>If no, how were recommendations made and by whom? <i>(Type here)</i></p> <p>How many individuals assisted in the determination? <i>(List number here)</i> 12</p>	X	
<p>B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?</p>	X	
<p>C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?</p>	X	
Financial Management of ROAP Funds	Yes	No
<p>D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?</p>		X
<p>E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i></p>		
<p>F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i></p>		X
<p>G. Are ROAP funds deposited in an interest-bearing account?</p>	X	
<p>H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?</p>	X	
Monitoring and Oversight Responsibilities	Yes	No
<p>I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.</p> <p>What form of documentation is collected? Monthly spreadsheets are completed and reviewed. These include number of trips per funding source, expenses and balance of funds remaining.</p>	X	
<p>J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?</p>	X	
<p>K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i></p> <p>5310 – Elderly Individuals and Individuals with Disabilities Program n/a 5311 - Non-urbanized Area Formula Program n/a 5316 – Job Access and Reverse Commute Program (JARC) n/a 5317 – New Freedom Program n/a</p>		
<p>L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. Yes, RGP only.</p>		

M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? Eligibility for Elderly and Disabled services are based on the age and declared disability of the person requesting service. An ID and Social Security Declaration of Disability forms may be used to verify eligibility. RGP is any citizen making a request. Individuals that are eligible for EMPL funded rides include those individuals approved by DSS, Work First, Lee County Industries, The Stevens Center, Central Carolina Community College, Work First Development, Senior Aide Program and Vocational Rehabilitation. All applicants are pre-determined by the agencies mentioned above and monitored by COLTS for fund compliance and eligibility.

**Resolution of the Lee County Board of Commissioners to add
Lee County Senior Services to the
Lee County Consolidated Human Services Agency**

WHEREAS, in 2012, the North Carolina General Assembly adopted House Bill 438, amending North Carolina General Statutes 153A-77 and 153A-76, which granted counties the ability to create a Consolidated Human Services Agency; and

WHEREAS, the Lee County Board of Commissioners adopted a Resolution on March 20, 2023 consolidating the Lee County Health Department and the Lee County Department of Social Services into a Consolidated Human Services Agency governed by a Consolidated Human Services Board and overseen by the Consolidated Human Services Director; and

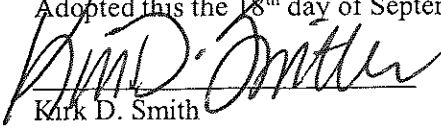
WHEREAS, the Resolution adopted on March 20, 2023 authorized the effective beginning date for the Lee County Consolidated Human Services Agency on July 12, 2023; and

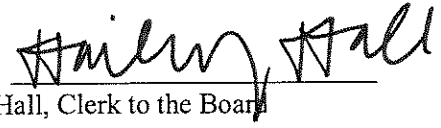
WHEREAS, the Lee County Board of Commissioners, now finds that it is in the best interest of Lee County citizens that Lee County Senior Services be added to the Lee County Consolidated Human Services Agency to enhance services but allow it to continue to be governed by its Advisory Board and COLTS Transportation Advisory Board;

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

1. Lee County Senior Services shall be added to the Consolidated Human Services Agency effective January 1, 2024.
2. The advisory body for Lee County Senior Services shall continue to be the Lee County Senior Services Advisory Board.
3. The advisory body for County of Lee Transportation System shall continue to be the Lee County Transportation Advisory Board.
4. The Consolidated Human Services Board shall have at least one member from the Lee County Senior Services Advisory Board. The Chair, or a designee, of the Lee County Senior Services Advisory Board shall submit an application to the Clerk to the Board of Commissioners to be appointed to the Consolidated Human Services Advisory Board.
5. All employees of Lee County Senior Services shall continue to operate under the personnel policies of Lee County, subject to the nine principles of the Federal Merit System, and work at the discretion of and under the supervision of the County Manager in accordance with North Carolina General Statute 153A-77(e).
6. The Lee County Senior Services Director shall maintain all duties of a Lee County Department Head and is supervised by the Consolidated Human Services Director.

Adopted this the 18th day of September, 2023.


Kirk D. Smith
Chair, Lee County Board of Commissioners

ATTEST: 
Hailey Hall, Clerk to the Board





Proposal Submitted To Lee County General Services		Attention Ronnie Lee		Phone (919) 499-3399	Fax () -	Date 08/21/23
				Job Name Summit Building		Job # 168653
Street PO Box 1968				Job Street 408 Summitt Dr		Proposal ID 190522
City, State and Zip Sanford, NC 27331	Architect State of NC	Date of Plans	Add #	Job City, State and Zip Sanford, NC 27330-384		Customer Job # None
						Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Surround Tile 24" x 24" 5T125	TBS/To Be Selected	1,087.99	SY	\$21.36	\$23,239.47
Saturate EcoWorx Tile 9" x 36" 5T109	TBS/To Be Selected	45.00	SY	\$31.20	\$1,404.00
LokWorx+ Carpet Tile Adhesive 4 Gallon		4.00	4 Gal	\$110.07	\$440.28
Wall Base Adhesive Tube		5.00	Each	\$81.67	\$408.35
4" Rubber Coving with Toe		2,760.00	LF	\$2.43	\$6,706.80
Carpet Tile Installation		1,129.02	SY	\$7.98	\$9,009.58
Cove Base Installation		2,760.00	LF	\$1.33	\$3,670.80
Carpet Removal		1,129.02	SY	\$9.90	\$11,177.30
Carpet Disposal		1,129.02	SY	\$1.33	\$1,501.60
Furniture Removal and Replacement		100.00	Hour	\$60.50	\$6,050.00
Floor Patch (Portland Base) Material and Labor		10.00	Each	\$38.50	\$385.00
Major Floor Preparation - Material Only		10.00	Each	\$60.50	\$605.00
Major Floor Preparation - Labor Only		10.00	Hour	\$60.50	\$605.00
Transition Strips and Labor		24.00	LF	\$3.91	\$93.84
Open Market - Herringbone Pattern in Lobby		43.00	SY	\$7.98	\$343.14
Open Market - Scarify/Removal Old Adhesive		1,129.00	SF	\$10.23	\$11,549.67
Project Management Fee (initiating, planning, executing, controlling, and closing the project) Including, but not limited to take off/measuring, trip fees, receiving and overall management.		1.00	Each	\$4,526.35	\$4,526.35
Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.		1.00	Each	\$1,748.56	\$1,748.56
Base Bid Total:					\$83,464.74

Proposal Inclusions and Exclusions:

1. North Carolina Contract # 360-A
2. Local Contact: Mari Howard
3. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
4. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
5. Proposal does not include removal of any materials containing asbestos.
6. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 190522



Phone: () -
Fax: () -

Proposal Inclusions and Exclusions:

7. Exclusions: attic stock, major floor prep, furniture moving/lift unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, any plumbing work (removal of commodes, etc), electrical work, mill work, moisture mitigation, packing and moving of personal items and or packing boxes.
8. All pricing is based on work being completed during normal working hours.
9. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
10. Please email your Purchase Order to the Shaw Industries, Inc. contact Rosio H. Yates at rosio.hernandez@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
11. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
12. *****Our remit-to address has changed.*****
SHAW INTEGRATED SOLUTIONS
PO Box 748552
Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Rosio Hernandez Yates Rosio Hernandez Yates \$83,464.74
Email: rosio.hernandez@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: Lee County General Services Signed: [Signature] Date: 9-21-23

*Chairman of the Lee
County Board of Commissioners*



**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 to defray advertising and administrative services; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on August 21, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on August 26, 2023 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Thomas Bridges is the final and highest bid received.

WHEREAS, the Lee County Board of Commissioners authorized 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:

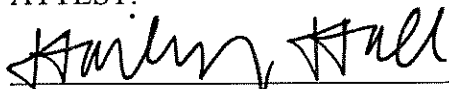
1. The Lee County Board of Commissioners hereby accepts the offer of \$4,500.00 from Thomas Bridges.
2. The terms of the final sale are as follows:
 - a. The Buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed 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.
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 19th day of September, 2023.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk
Lee County Board of Commissioners



REAL ESTATE OFFER

Date: August 2nd, 2023

I, Thomas Bridges, hereby submit an offer to purchase real property located at:

ADDRESS: Cone St

PIN #: 9653-40-6454-00

OFFER AMOUNT: \$ \$4,500

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashier's or certified check
- Advertising costs are non-refundable. \$200 is only an estimate of the cost to advertise and any costs in excess of \$200 will be deducted from the purchase price or return of bid deposit.
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a non-warranty deed. County Attorney does not provide a title search and buyer is strongly encouraged to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing
- Closing must take place within thirty days of approval by the Board of Commissioners or the subject remains the property of the County.

Thomas Bridges

(Signature)

919-604-7929

reesbridges17@gmail.com

REDIFORM • Carbonless • S1654NCR Duplicate • S1657NCL Triplicate

DATE 8-2-23 **RECEIPT** 348668
 RECEIVED FROM Thomas Bridges
 ADDRESS 10 Cone St Surplus Property
 FOR Four hundred twenty five 00/100 DOLLARS \$ 425.00

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<input checked="" type="checkbox"/>
AMOUNT PAID	<u>425 00</u>	CHECK	<input type="checkbox"/>
BALANCE DUE		MONEY ORDER	<input type="checkbox"/>

Lee County Finance
 BY C Bridges
 © REDIFORM® S1654NCR

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

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

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Taylor Vorbeck and seconded by *N/A*, for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, County of Lee hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

UNIFIED GRANT APPLICATION

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Chair of the Lee County Board of Commissioners of County of Lee is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Hailey Hall, Clerk to the Board, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Lee County Board of Commissioners duly held on the 15 day of May, 2023.

Hailey Hall

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me
(date) 9/19/2023

Jennifer Gamble

Notary Public

Jennifer Gamble

Printed Name and Address 426 Holly Brook Road
Sanford, NC 27330

Affix Notary Seal Here

JENNIFER GAMBLE
NOTARY PUBLIC
Lee County
North Carolina
My Commission Expires January 16, 2028

My commission expires
(date) 1/16/2028

PUBLIC HEARING RECORD

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

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

APPLICANT: County of Lee

DATE: September 18, 2023

PLACE: Dennis A. Wicker Civic Center

TIME: 6:00 p.m.

How many BOARD MEMBERS attended the public hearing? 6

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

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

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

During the Public Hearing

(NO public comments)

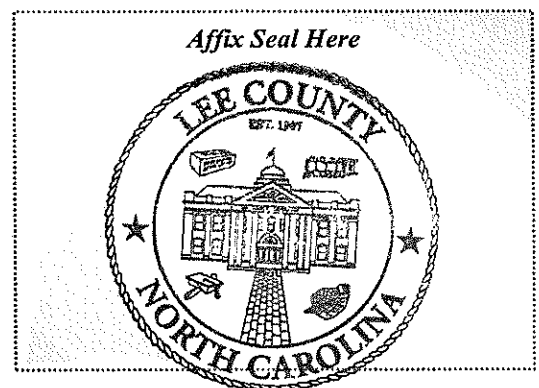
(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: 10/2/2023

Hailey Hall
Signature or Clerk to the Board

Hailey Hall
Printed Name and Title

9/19/2023
Date



VOLUNTARY TITLE VI PUBLIC INVOLVEMENT

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NCDOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: County of Lee		Date: 9/18/2023
Meeting Location: Dennis A. Wicker Civic Center		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other:
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2025 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Lee
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>250,742</u>	\$ <u>37,612</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
Combined Capital	\$ <u>522,692</u>	\$ <u>52,270</u> (10%)
Mobility Management	\$ <u>53,825</u>	\$ <u>5,383</u> (10%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
ConCPT	\$ _____	\$ _____ (50%)
Capital Cost of Contracting	\$ _____	\$ _____ (%)
Traveler's Aid	\$ _____	\$ _____ (50%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>827,259</u>	\$ <u>95,265</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>Lee County</u>	<u>Administrative 5311</u>	\$ <u>37,612</u>
_____	<u>Combined Capital</u>	\$ <u>52,270</u>
_____	<u>Mobility Management</u>	\$ <u>5,383</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

UNIFIED GRANT APPLICATION

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>95,265</u>

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing **County of Lee** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2024**, which has a period of performance of July 1, 2024 – June 30, 2025.

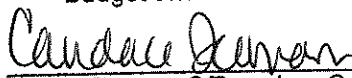


Signature of Authorized Official

Kirk D. Smith – Chair Lee County Board of Commissioners
Type Name and Title of Authorized Official

19 SEPTEMBER 2023
Date

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



Finance Officer, Lee County

Lee County, NC
Multi-Sports Project Budget as of 8/31/2023 (4:30pm)

Preliminary Costs

Land Purchase	2,107,303	Spent
		Per Agreement - 1,699,388
Architect	2,249,488	Spent To Date
		Spent - WSP Traffic/Lighting/ Transportation Survey and DOT Fees
Other Soft Costs (WSP/DOT)	119,535	
Subtotal - Preliminary Costs	4,476,326	

Construction Bids

Base Bid	26,817,160	Bid
Alternate (1)	3,628,537	Bid
Alternate (2)	116,796	Bid
Total Bid	30,562,493	
Contingency (Owner's)	1,653,414	5.40995%
Subtotal - Construction	32,215,907	

Other Costs

Lighting System	2,000,000	Estimate
Playground Equipment	1,000,000	Not in Bid - Max Budget
DOT Access (Main Highway)	600,000	Estimate
Turn Lane	25,000	
Camera System	200,000	
Other FF&E /Testing	739,000	
Subtotal - Other Costs	4,564,000	

Total Project Costs	41,256,233	
Cost of Issuance	565,000	Estimate
Underwriter's Discount	178,767	Estimate
Total Funding Requirement	42,000,000	

Spent to Date 3,926,226 Reimbursement Resolution in place

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 September 18, 2023.

Present: Chair Kirk D. Smith, presiding, and Commissioners Andre Knecht, Mark

Lovick, Taylor Vorbeck, Robert Reives and Cameron Sharpe

Absent: Commissioner Bill Carver

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

* * * * *

The Chair announced that this was the hour and day of the public hearing on a trust agreement or similar installment financing arrangement (the "Agreement") to be entered into by the County of Lee, North Carolina (the "County") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, providing for the issuance of limited obligation bonds (the "Bonds") in an aggregate principal amount not to exceed \$17,000,000 for the purpose of providing funds, together with other available funds, to (a) pay the costs of acquiring, constructing and equipping a new multi-sport complex (the "Project") and (b) pay certain financing costs relating thereto. If the County enters into the proposed Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on all or a portion of the site of the Project, together with all improvements or fixtures located or to be located thereon, subject to certain permitted encumbrances.

Section 160A-20(g) of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the Agreement.

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

The Chair then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on the proposed Agreement and Bonds as described above.

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

The public hearing was closed.

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

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE PROPOSED FINANCING OF A NEW MULTI-SPORT COMPLEX AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

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

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

(a) The County has determined to pay the costs of acquiring, constructing and equipping a new multi-sport complex (the "Project").

(b) After a public hearing and due consideration, the County has determined to enter into a Master Trust Agreement and a First Supplemental Trust Agreement (collectively, the "Trust Agreement") between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the County will issue limited obligation bonds thereunder in an aggregate principal amount not to exceed \$17,000,000 (the "Bonds") to provide funds, together with other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure its obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust (the "Deed of Trust") for the benefit of the Trustee granting a lien on all or a portion of the site of the Project, together with all improvements or fixtures located or to be located thereon, subject to certain permitted encumbrances.

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

(e) Entering into the Trust Agreement and issuing the Bonds pursuant thereto is preferable to a general obligation bond and revenue bond issue in that (i) the County does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the County has not retired a sufficient amount of general obligation debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Project; (ii) the nature of the financing does not allow for the issuance of revenue bonds to finance the Project; (iii) the costs of financing the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that

funds be available to finance the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of the Project by several months; and (v) there can be no assurances that the issuance of general obligation bonds to finance the Project would be approved by the voters and the current interest rate environment dictates the financing of the Project be accomplished in a timely and expedient manner.

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

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

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

(i) No ad valorem tax rate increase is currently expected to be necessary to pay principal of and interest on the Bonds.

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

Section 3. The following financing team members are hereby approved by the County in connection with the proposed financing:

Bond Counsel:	Womble Bond Dickinson (US) LLP
Underwriter:	Wells Fargo Bank, National Association
Underwriter's Counsel:	Pope Flynn, LLC
Trustee:	U.S. Bank Trust Company, National Association
Financial Advisor:	Davenport & Company LLC

Section 4. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner Taylor Vorbeck, the foregoing resolution was adopted by the following vote:

Ayes: 6 _____

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

RESOLUTION APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF LIMITED OBLIGATION BONDS AND THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF A NEW MULTI-SPORT COMPLEX

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

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

(a) There exists in the County a need to acquire, construct and equip a new multi-sport complex (the "Project").

(b) After a public hearing and due consideration, the Board has determined that the most efficient manner of financing the Project will be through the execution and delivery of a Master Trust Agreement, to be dated as of October 1, 2023 (the "Master Trust Agreement"), between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and a First Supplemental Trust Agreement, to be dated as of October 1, 2023 (the "First Supplemental Trust Agreement," and, together with the Master Trust Agreement, the "Trust Agreement"), between the County and the Trustee, pursuant to which the County will issue limited obligation bonds thereunder in an aggregate principal amount not to exceed \$17,000,000 (the "Bonds") to provide funds, together with other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure the payment of principal of and interest on the Bonds and the performance of the County's obligations under the Trust Agreement, the County will execute and deliver a Deed of Trust, to be dated as of October 1, 2023 (the "Deed of Trust"), to the deed of trust trustee named therein for the benefit of the Trustee, granting a lien on all or a portion of the site of the Project, together with all improvements and fixtures located or to be located thereon.

(d) The Bonds will initially be sold to Wells Fargo Bank, National Association (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement, to be dated the date of delivery thereof (the "Bond Purchase Agreement"), between the County and the Underwriter.

(e) In connection with the offering and sale of the Bonds by the Underwriter, there will be prepared and distributed to potential purchasers a Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Bonds and the Official Statement (hereinafter defined).

(f) There have been presented to the Board drafts of the following documents relating to the transaction hereinabove described:

- (1) the Master Trust Agreement;
- (2) the First Supplemental Trust Agreement, together with the form of the Bonds attached as Exhibit B thereto;
- (3) the Deed of Trust;
- (4) the Bond Purchase Agreement; and
- (5) the Preliminary Official Statement.

Section 2. In order to provide for the financing of the Project, the County is hereby authorized to enter into the Master Trust Agreement and the First Supplemental Trust Agreement and issue the Bonds thereunder in an aggregate principal amount not to exceed \$17,000,000. The actual principal amount of the Bonds shall be determined by the County at the time of execution of the Bond Purchase Agreement, such execution and delivery of the Bond Purchase Agreement to constitute approval by the County of the principal amount of the Bonds as set forth in the Bond Purchase Agreement. The principal amount of the Bonds shall be the amount that, in the best judgment of the person executing the Bond Purchase Agreement, is necessary to provide sufficient funds, together with other available funds, to pay (a) the costs the Project and (b) the fees and expenses incurred in connection with the sale and issuance of the Bonds. The interest rates on the Bonds shall be determined by the County at the time of the execution by the County of the Bond Purchase Agreement; provided, however, that such interest rates shall not result in a true interest cost in excess of 5.00% per annum, such execution and delivery of the Bond Purchase Agreement to constitute approval by the County of the interest rates on the Bonds.

Section 3. The Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement. The Bonds may be sold to the Underwriter at a discount below the amount of the principal amount of the Bonds, such discount not to be less than 98% of the principal amount of the Bonds; provided, however, that if all or any of the Bonds are to be sold to the public by the Underwriter at original issue discount (resulting in lower interest costs of the interest on the Bonds), then the Bonds may be sold at a further discount in the amount necessary to cover such original issue discount. The final maturity of the Bonds shall not be later than October 1, 2043.

Section 4. The Board hereby approves the forms of the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and the Bond Purchase Agreement in substantially the forms presented at this meeting. The Chair or the Vice Chair of the Board, the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and the Bond Purchase Agreement in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any assistant or deputy Clerk to the Board is hereby

authorized to affix the official seal of the County to each of said documents and to attest the same to the extent so required.

Section 5. The Board hereby approves the Preliminary Official Statement in substantially the form presented at this meeting and hereby approves the distribution thereof by the Underwriter in connection with the offering and sale of the Bonds. Upon the sale of the Bonds to the Underwriter, a final Official Statement, to be dated as of the date of the Bond Purchase Agreement (the "Official Statement"), will be prepared substantially in the form of the Preliminary Official Statement and will contain such information relating to the pricing terms of the Bonds and such additional information as may be necessary. The Board hereby approves the distribution thereof by the Underwriters in connection with the offering and sale of the Bonds.

Section 6. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation under the Trust Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Trust Agreement.

Section 7. The Chair or the Vice Chair of the Board, the County Manager, the Finance Director and the County Attorney are hereby authorized to cooperate with the Underwriter in preparing and filing such filings under state securities or "blue sky" laws as the Underwriter may request; provided, however, that the County shall not be required to consent to the jurisdiction of any state in which it is not now subject unless the County Attorney shall determine that such consent is in the best interest of the County.

Section 8. The Chair or the Vice Chair of the Board, the County Manager, the Finance Director, the County Attorney and the Clerk to the Board for the County, and any other officers, agents and employees of the County, are hereby authorized and directed to take such actions and to deliver such certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described in this resolution. The officers of the County and the agents and employees 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, the Trust Agreement, the Deed of Trust, the Bond Purchase Agreement and the other documents contemplated by this resolution.

Section 9. This resolution shall take effect immediately upon its adoption.

Upon motion of Commissioner Mark Lovick, the foregoing resolution entitled "RESOLUTION APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF LIMITED OBLIGATION BONDS AND THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF A NEW MULTI-SPORT COMPLEX" was adopted by the following vote:

Ayes: 6 _____

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 said Board of Commissioners for said County at a regular meeting held on September 18, 2023, as it relates in any way to the holding of a public hearing and the adoption of the foregoing resolutions relating to a proposed financing of a multi-sport complex and that said proceedings are to be recorded in the minutes of said Board of Commissioners.

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 18th day of September, 2023.



Clerk to the Board of Commissioners

[SEAL]



EXHIBIT A

See attached for publisher's affidavit evidencing publication of the Notice of Public Hearing

AFFP
NOTICE OF PUBLIC HEARING

Affidavit of Publication

STATE OF NC }
COUNTY OF } *Lee* SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 08, 2023

That said newspaper was regularly issued and circulated on those dates.

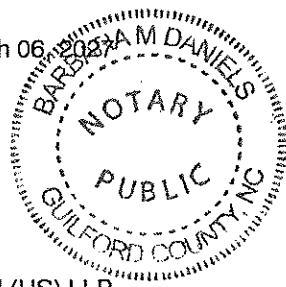
SIGNED:

Kimberly Cook
Billing Clerk

Subscribed to and sworn to me this 8th day of September 2023.

Barbara M Daniels
Barbara M Daniels, Notary Guilford, County, NC

My commission expires: March 06, 2024



70067947 70765268

JENNIFER DISTEFANO
WOMBLE BOND DICKINSON (US) LLP
555 Fayetteville St
Suite 1100
Raleigh, NC 27601

NOTICE OF PUBLIC HEARING

The Board of Commissioners for the County of Lee, North Carolina (the "County") has determined to consider whether to issue limited obligation bonds pursuant a trust agreement or enter into a similar installment financing arrangement (the "Agreement") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, for the purpose of providing funds, together with other available funds, to (a) pay the costs of acquiring, constructing and equipping a new multi-sport complex (the "Project") and (b) pay certain financing costs relating thereto. The County would be obligated to pay debt service or installment payments under the proposed Agreement in a principal amount not to exceed \$17,000,000, together with interest thereon. If the County enters into the proposed Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on all or a portion of the site of the Project, together with all improvements or fixtures located or to be located thereon.

Section 160A-20 of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the proposed Agreement.

Please take notice that the Board of Commissioners for the County will conduct a public hearing in the Dennis Wicker Civic Center located at 1801 Nash Street in Sanford, North Carolina, at 6:00 p.m. on September 18, 2023, at which time any person may be heard regarding the proposed Agreement.

Any person wishing to comment in writing on the proposed Agreement should do so prior to September 18, 2023 to the County of Lee, North Carolina, 408 Summit Drive, Sanford, North Carolina 27330, Attention: Halley Hall, Clerk to the Board of Commissioners.

Halley Hall
Clerk to the Board of Commissioners
County of Lee,
North Carolina

EXHIBIT B

Jeff Smith, 164 Fraley Road (spoke in favor)

David Smoak, 96 Northridge Trail (submitted a written public comment in opposition)

Hello Commissioners, I am unable to attend the September 18 county meeting, so I am submitting this email in-lieu-of speaking at the public hearing against Agenda item III.B, the MultiSport Complex Financing. I hope everyone has had a wonderful weekend and enjoyed the fun at the County Fair!

In full disclosure, I voted for the original 2020 county referendum and continue to believe this type of project would be a great addition to our county and community. I am against this funding motion at this time however. I understand there has been a ton of prep and design work done already and many people are impatient for this project to finally proceed and break ground. I also fully expect this motion to be approved at the upcoming meeting, but feel the need to express a contrary position just to give you some things to consider.

The economic conditions when the Multi-Sport Complex was approved are totally different than the ones we face now. Inflation and interest rates are much, much higher now than in 2020 and I'm sure the recent property tax mailing has given our residents a little sticker shock for our own expenses. While none of us have the crystal ball to project future interest rates, the consensus of experts is that we are close to the top range forced on us by the Fed's fight against inflation. The split in most predictions is whether this current range of rates will be extended for another year or more, or if the economy will actually collapse and thus allow the Fed to drop the rates to stimulate borrowing and spending again in 2024.

There is a common saying in the financial world "Don't Fight the Fed" and right now the Fed is trying to reduce the flow of liquidity and spending sloshing around our economy. This Multi-Sport Complex, was approved by voters three years ago and depends on the creation of more debt which is exactly what the Fed is trying to fight, although obviously on a much smaller scale than the multi-trillion dollar spending packages of our larger government entities. As an analogy, I would ask you all if now is the time you would borrow against your own home to remodel a bathroom or add a swimming pool---or would you wait a while until market conditions were more favorable?

I would like to see this project deferred until interest rates drop and we actually need more infrastructure projects like this, in 2008/2009 there was even a call for "shovel-ready" projects which our 421 Bypass project actually benefited from and has helped transform our community. I am sure the wheels are in motion on this project too much though and I can only imagine the politics and backlash if this project was deferred for another year or two. Thank you as always for your time and efforts to continue leading our county to a brighter future.

David Smoak
96 Northridge Trail, Sanford

LEE COUNTY
LIBRARY
PROJECT UPDATE



09.18.2023

VINES ARCHITECTURE

PROJECT UPDATE...SINCE APRIL 2023

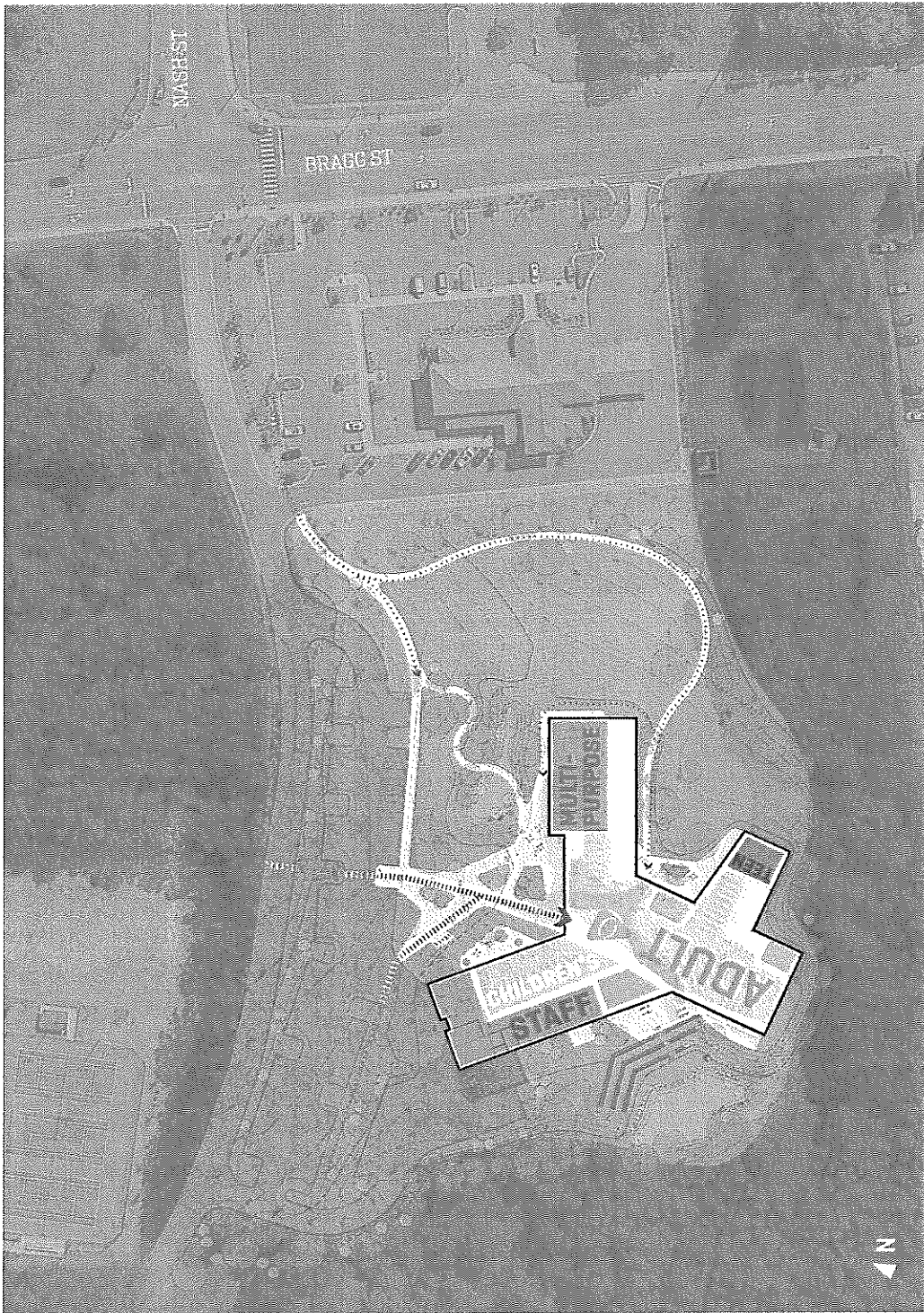
- ONGOING MEETINGS WITH LIBRARY LEADERSHIP AND COUNTY MANAGEMENT TEAM

- DEVELOPING AND ADVANCING THE PROJECT DESIGN - PROGRAM SPACES WITHIN THE BUILDING REMAIN LARGELY UNCHANGED

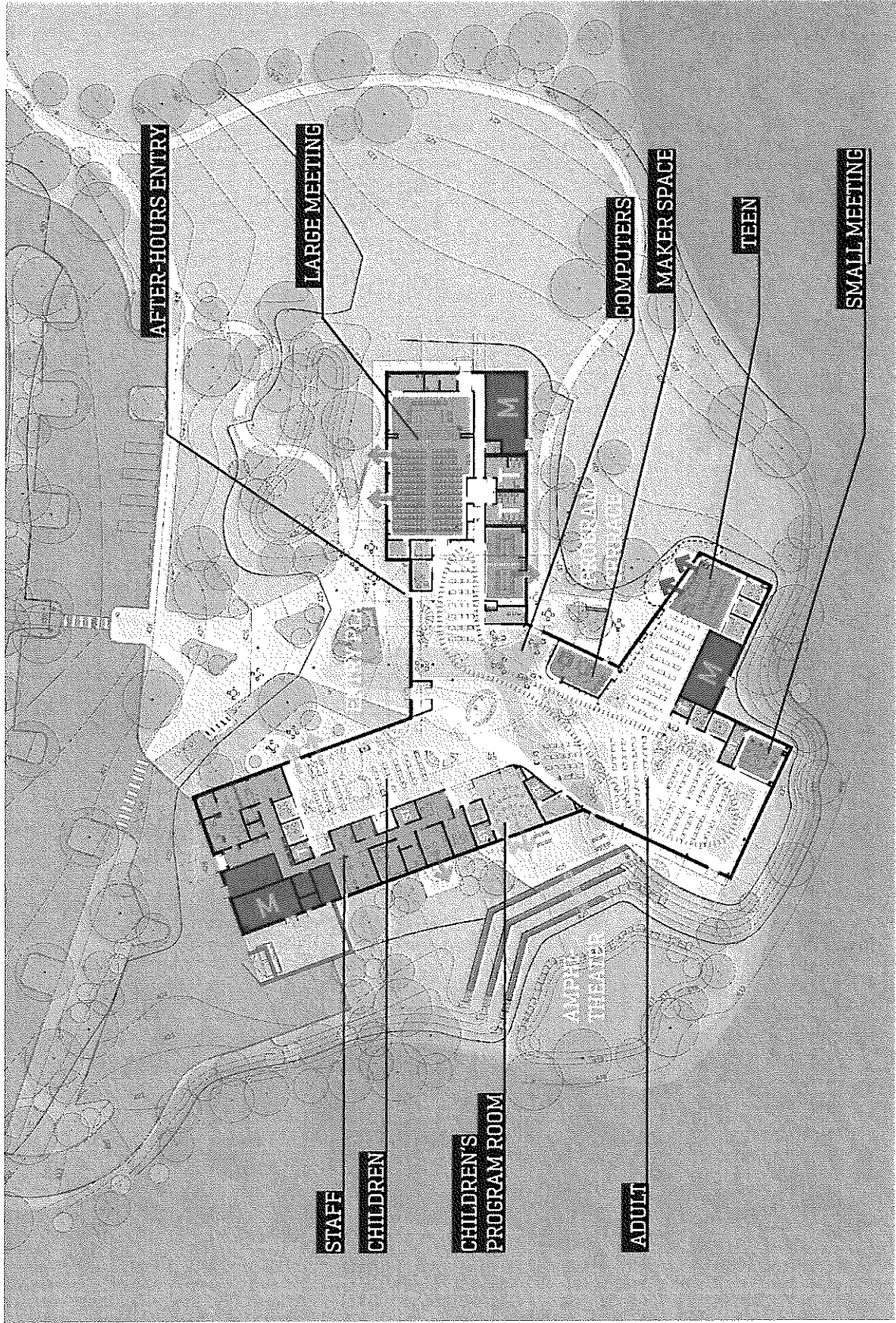
- COORDINATING WITH OUR CONSULTANT TEAM (MEP, STRUCTURAL, CIVIL, ETC.)

- COMPLETION OF DESIGN DEVELOPMENT PHASE
[ANTICIPATE CONSTRUCTION DOCUMENTS STARTING IN LATE SEPTEMBER]

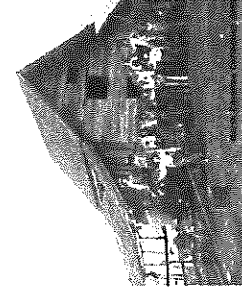
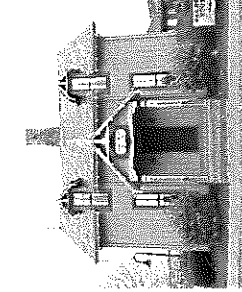
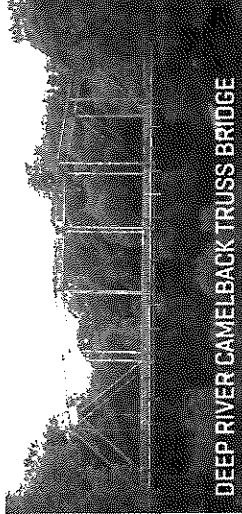
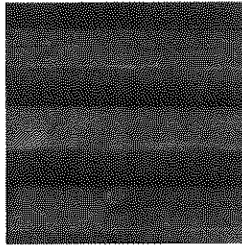
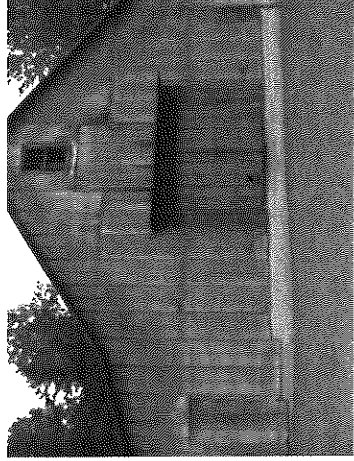
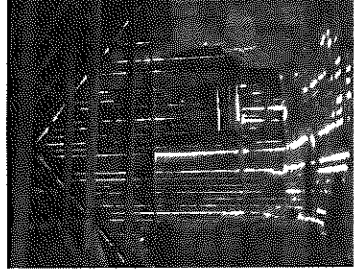
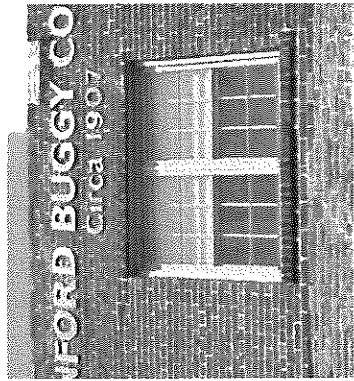
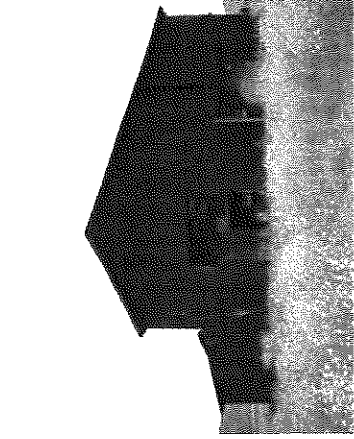
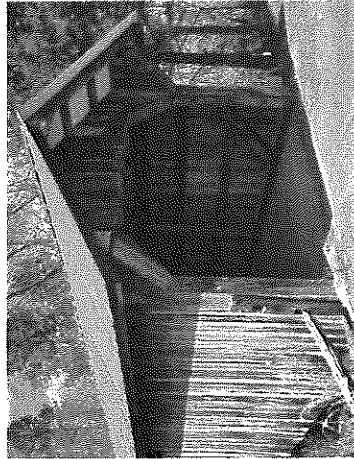
SITE PLAN



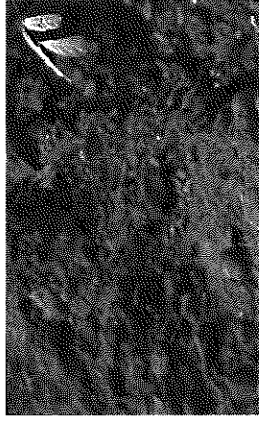
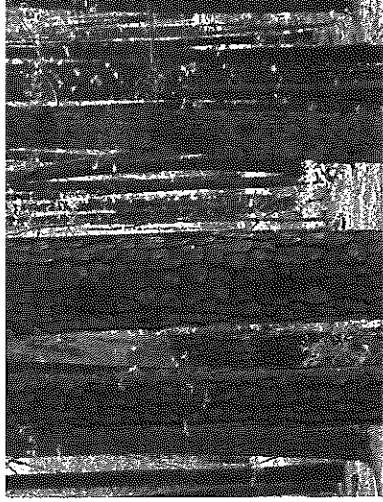
PLAN



DRAWING FROM THE REGIONAL CHARACTER



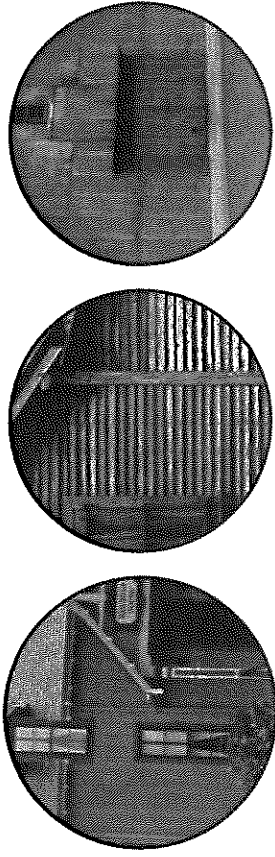
CONNECTION WITH LANDSCAPE



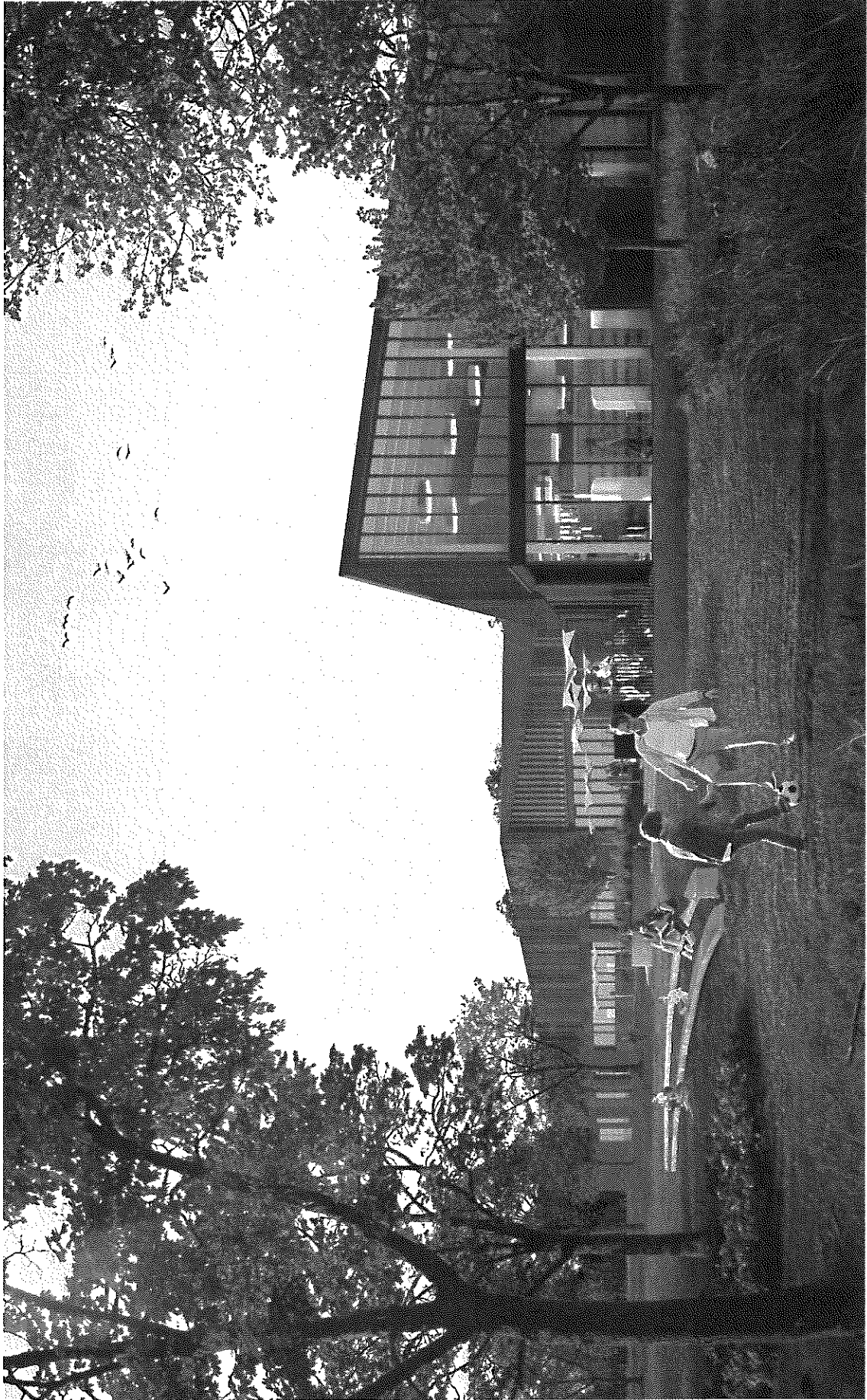
A NATURAL + NEUTRAL/SUBDUED PALETTE TO GIVE PROMINENCE TO THE LANDSCAPE AND ACTIVITY RATHER THAN BECOMING AN OBJECT ON THE LANDSCAPE

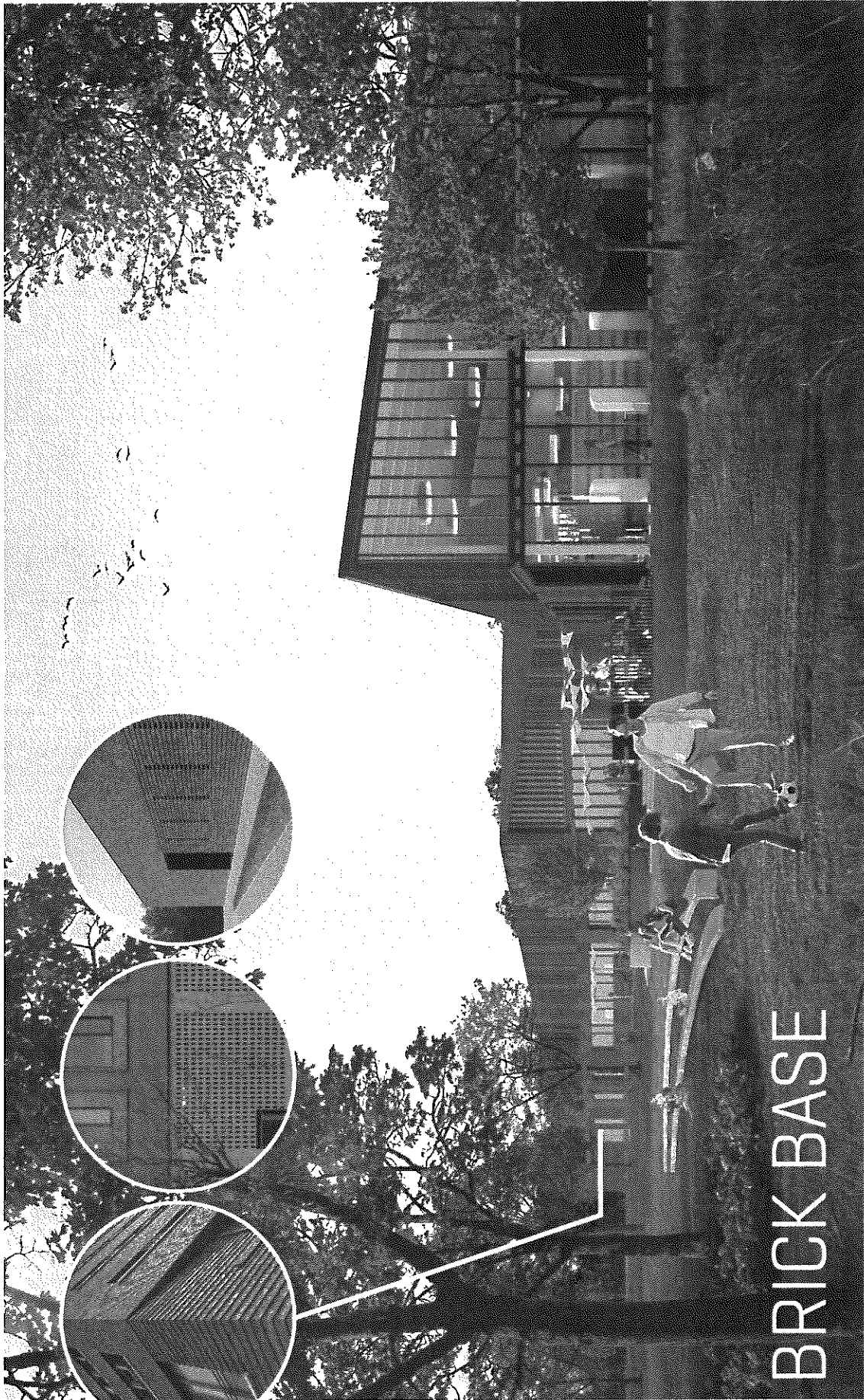
MASONRY + METAL

TEXTURE / TONE / DEPTH

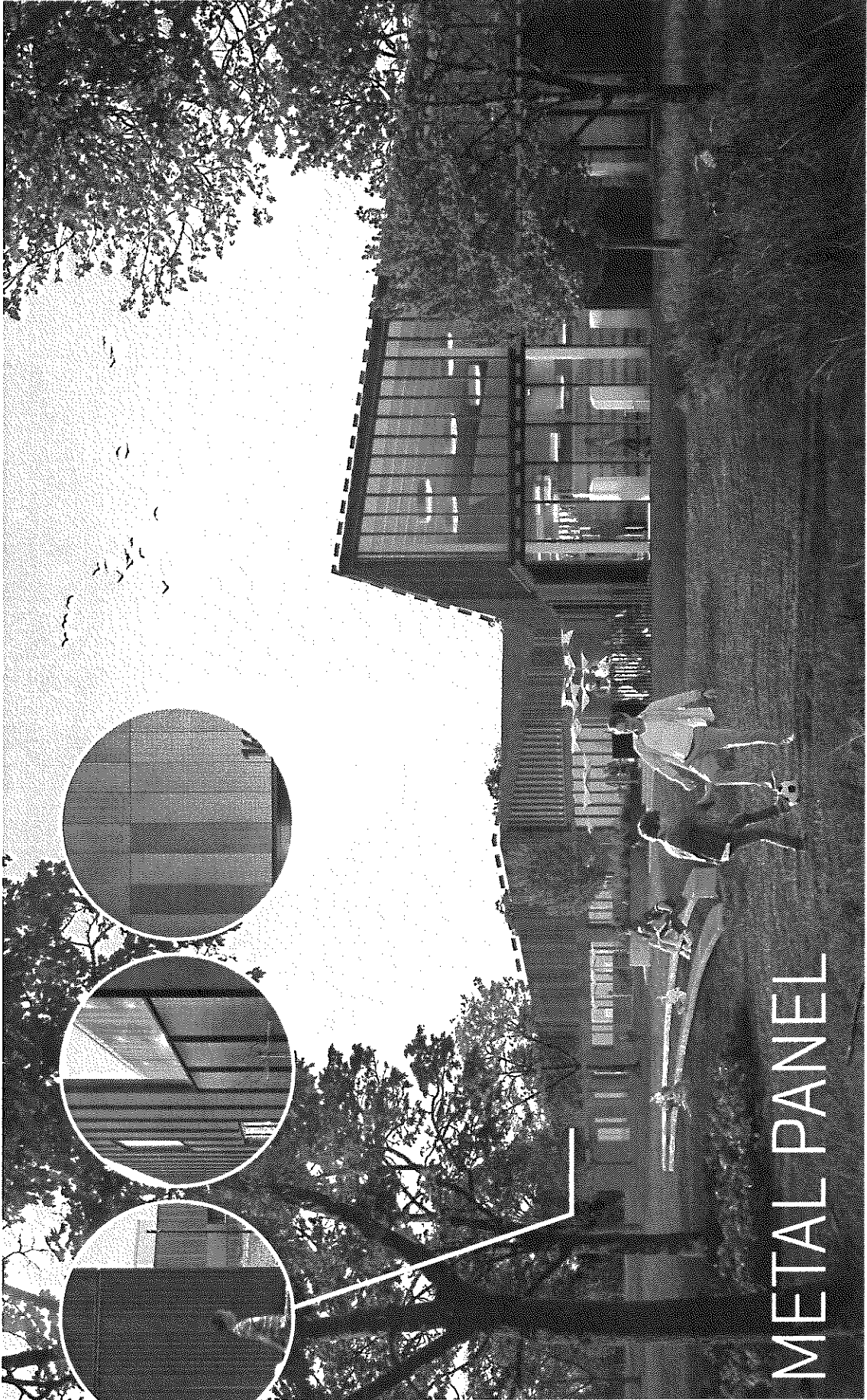


VINES

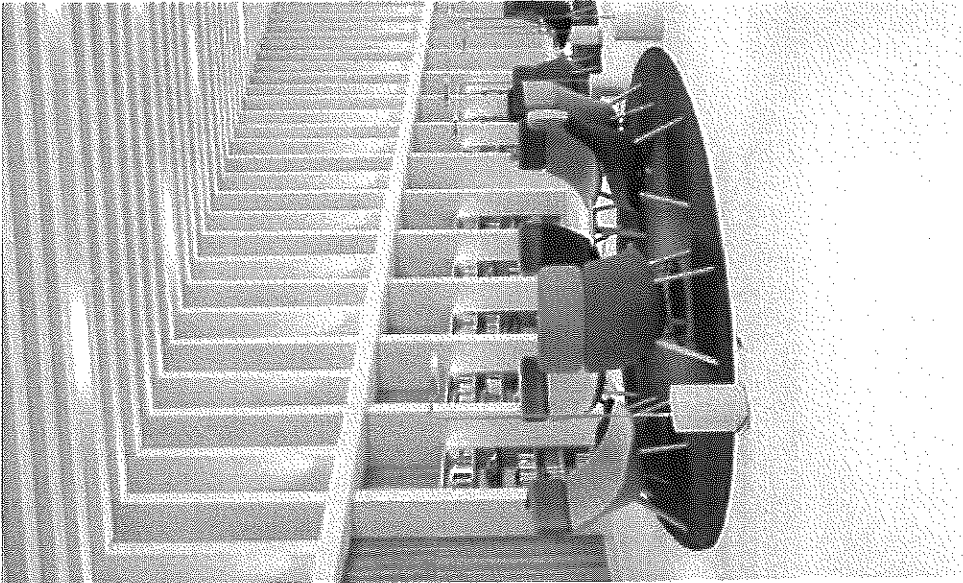




BRICK BASE

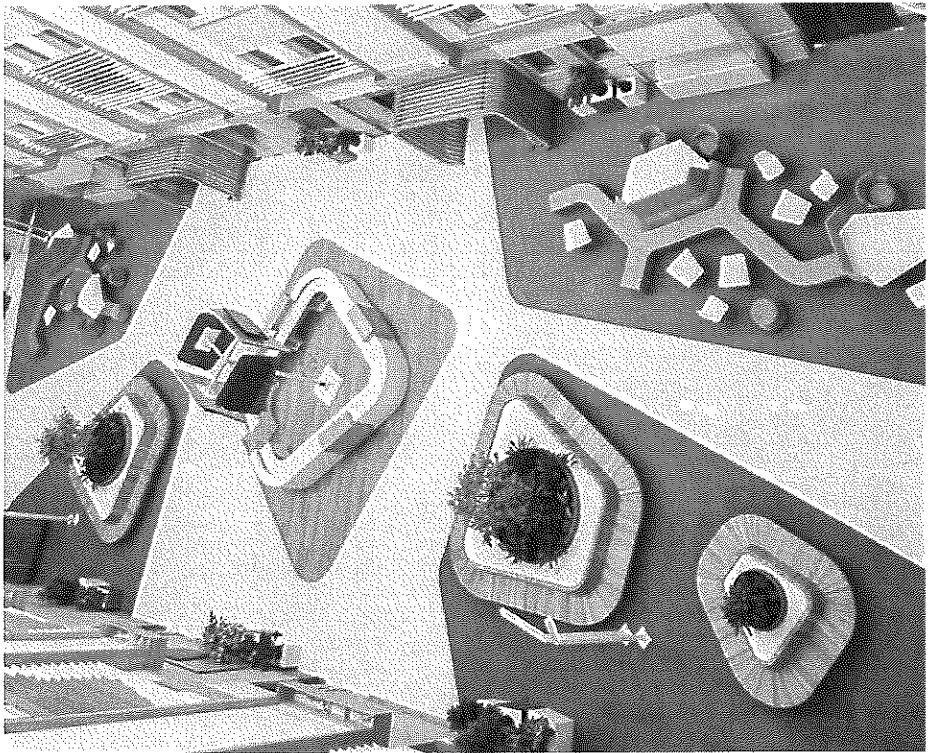
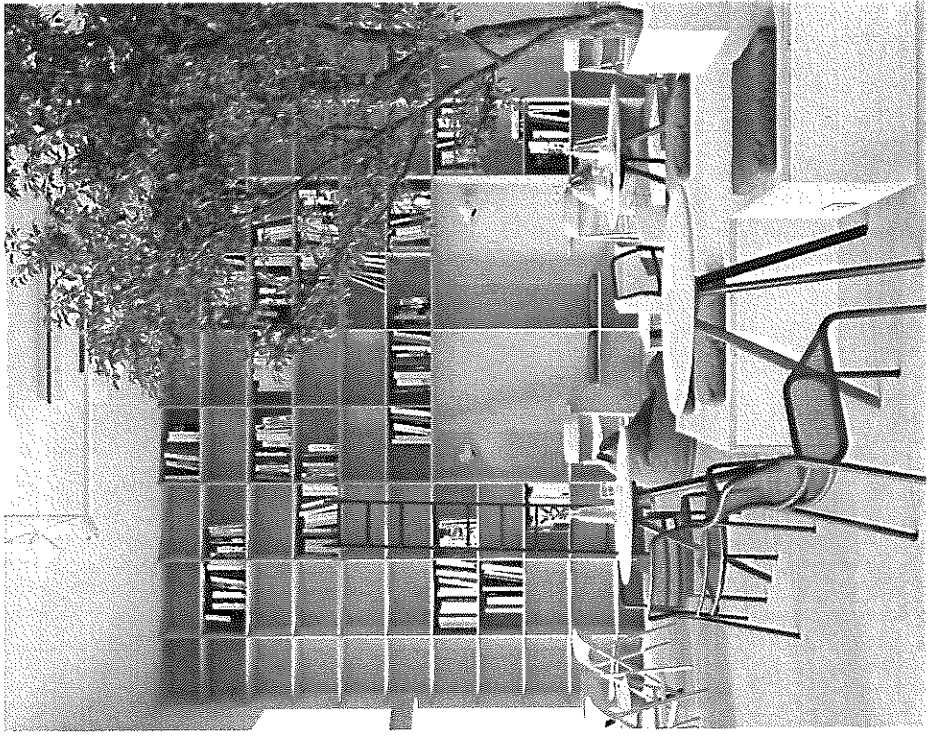


METAL PANEL

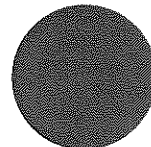
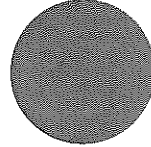
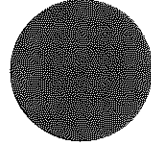
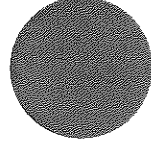
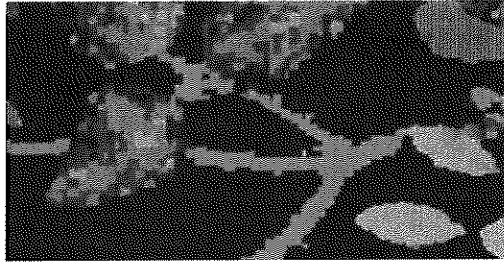
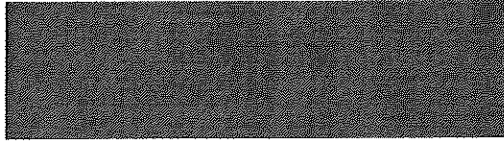
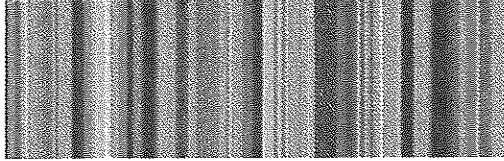
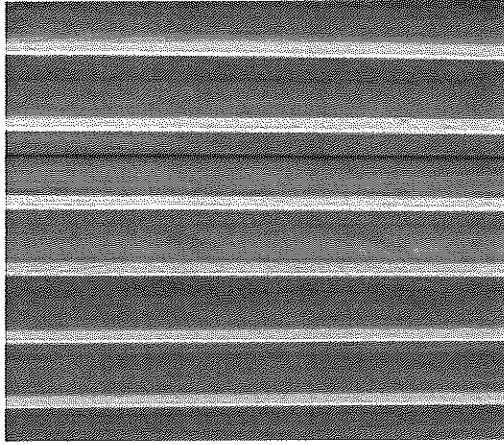
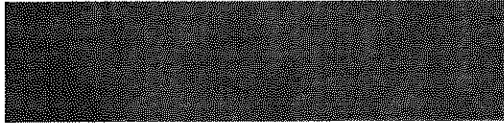
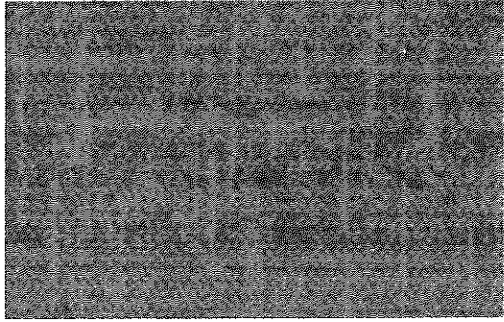
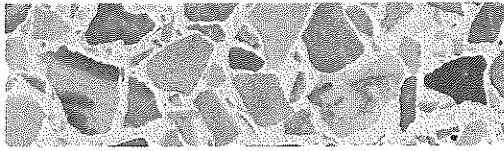
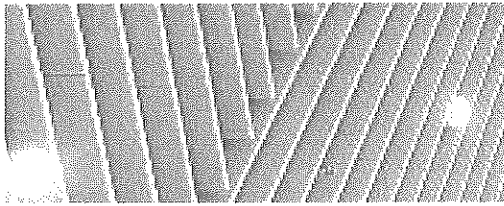


BLENDING OF MODERN AND HISTORIC ELEMENTS

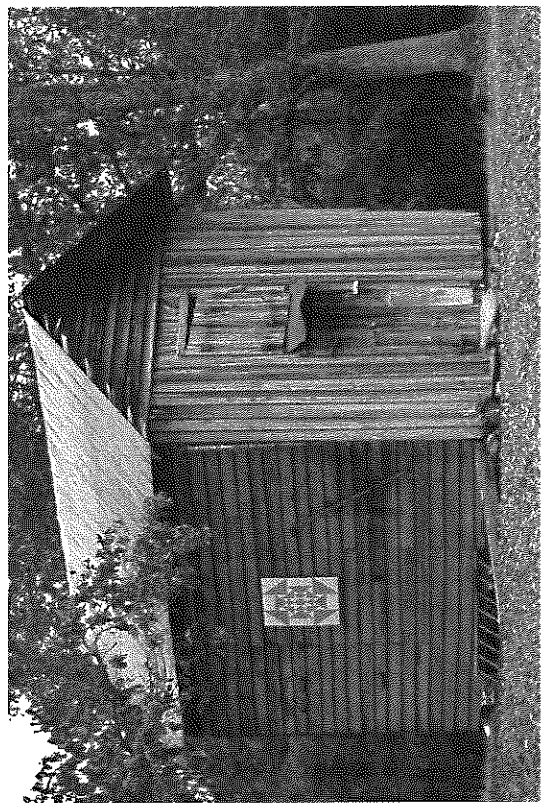
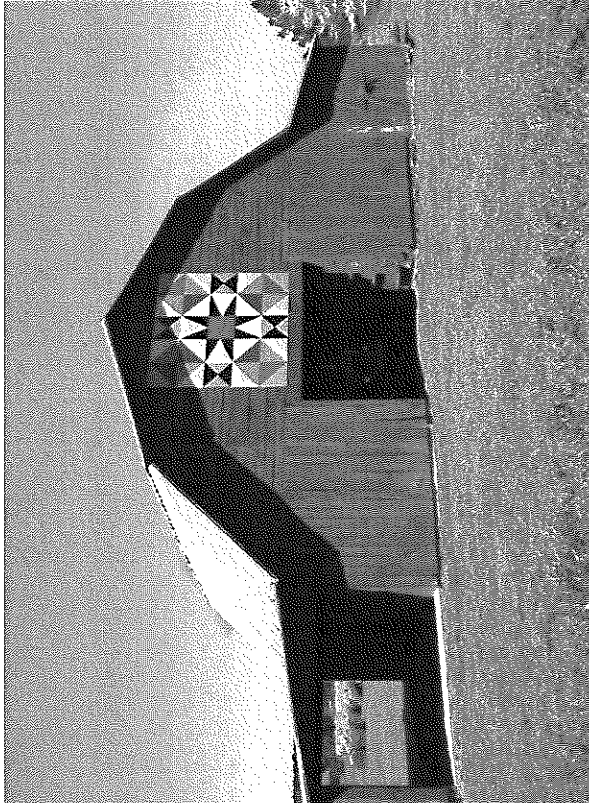
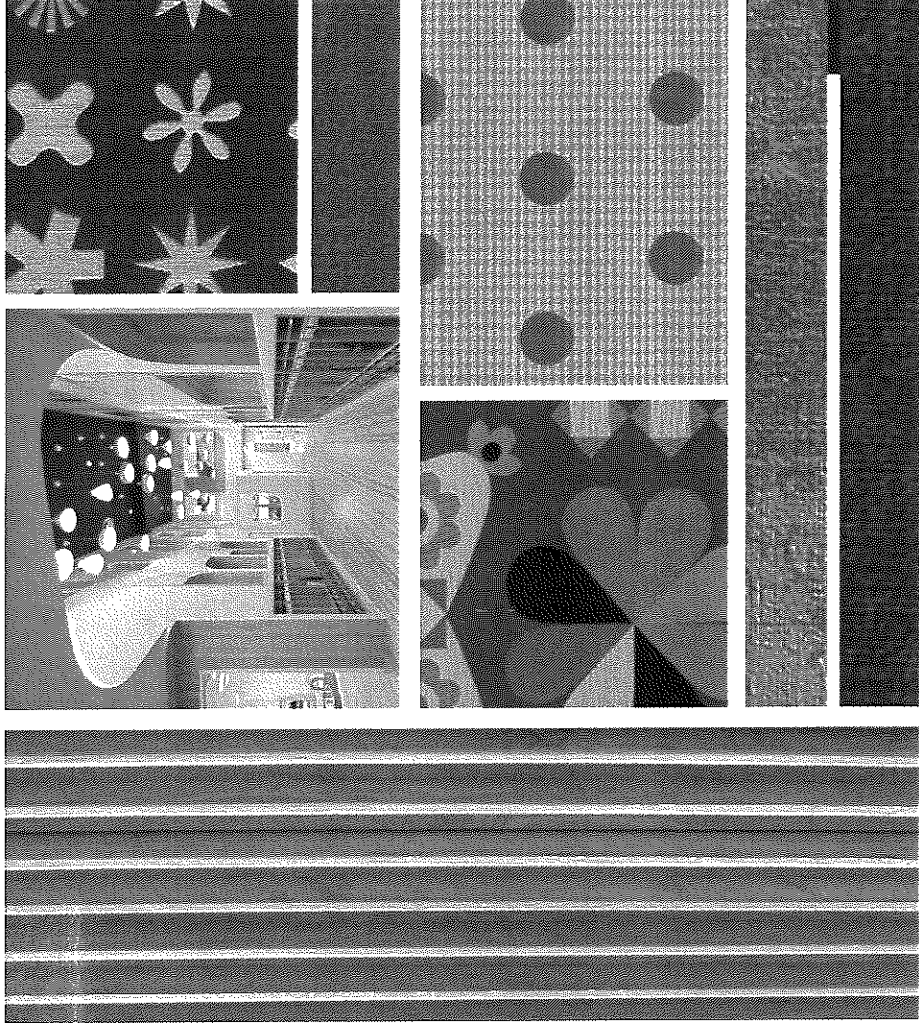
CONTINUOUS INTERIOR TO EXTERIOR EXPERIENCE

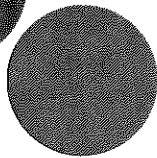
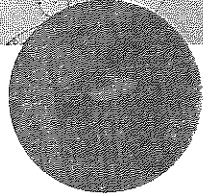
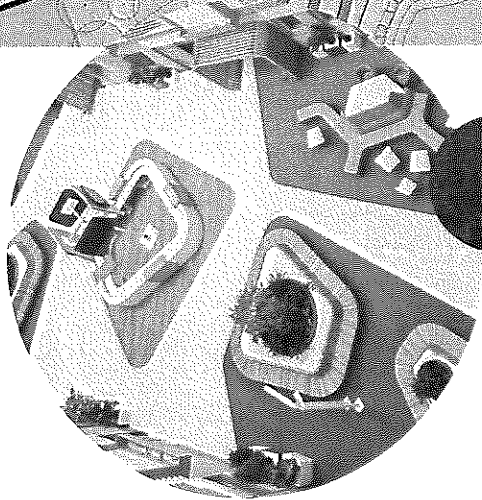
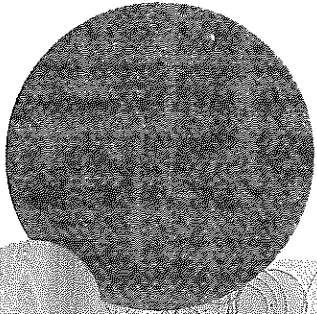
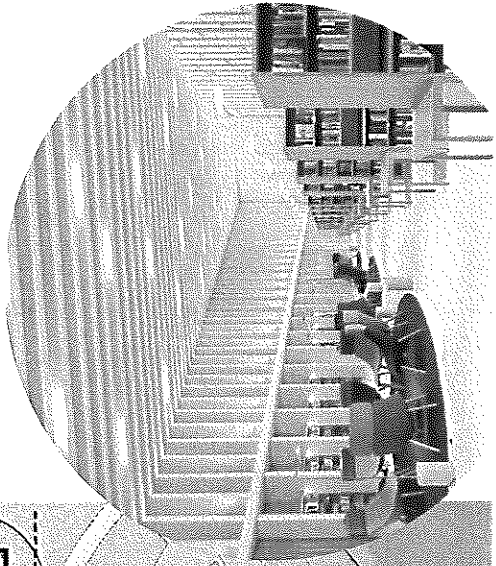
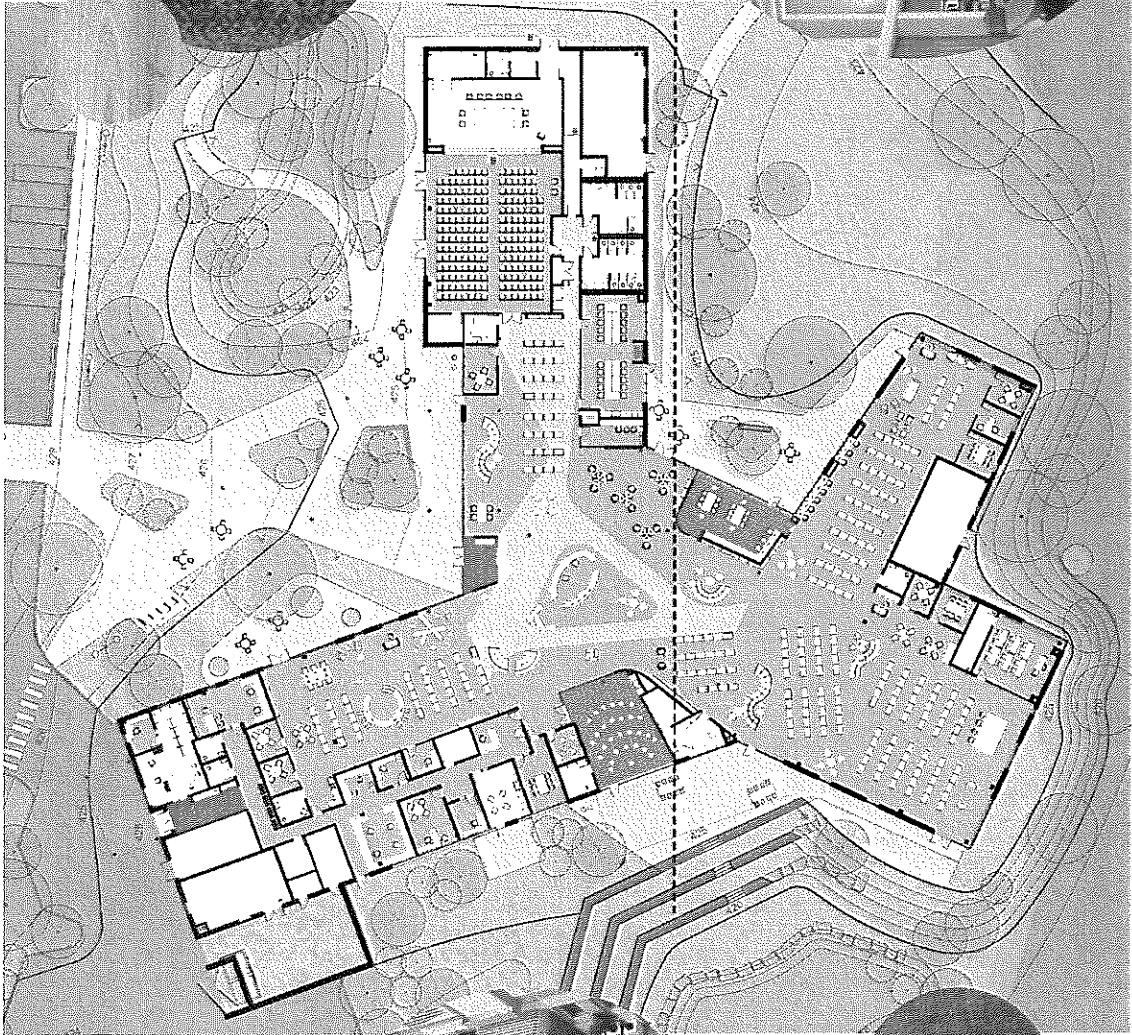


FINISH PALETTE



TIMELESS AND PLAYFUL



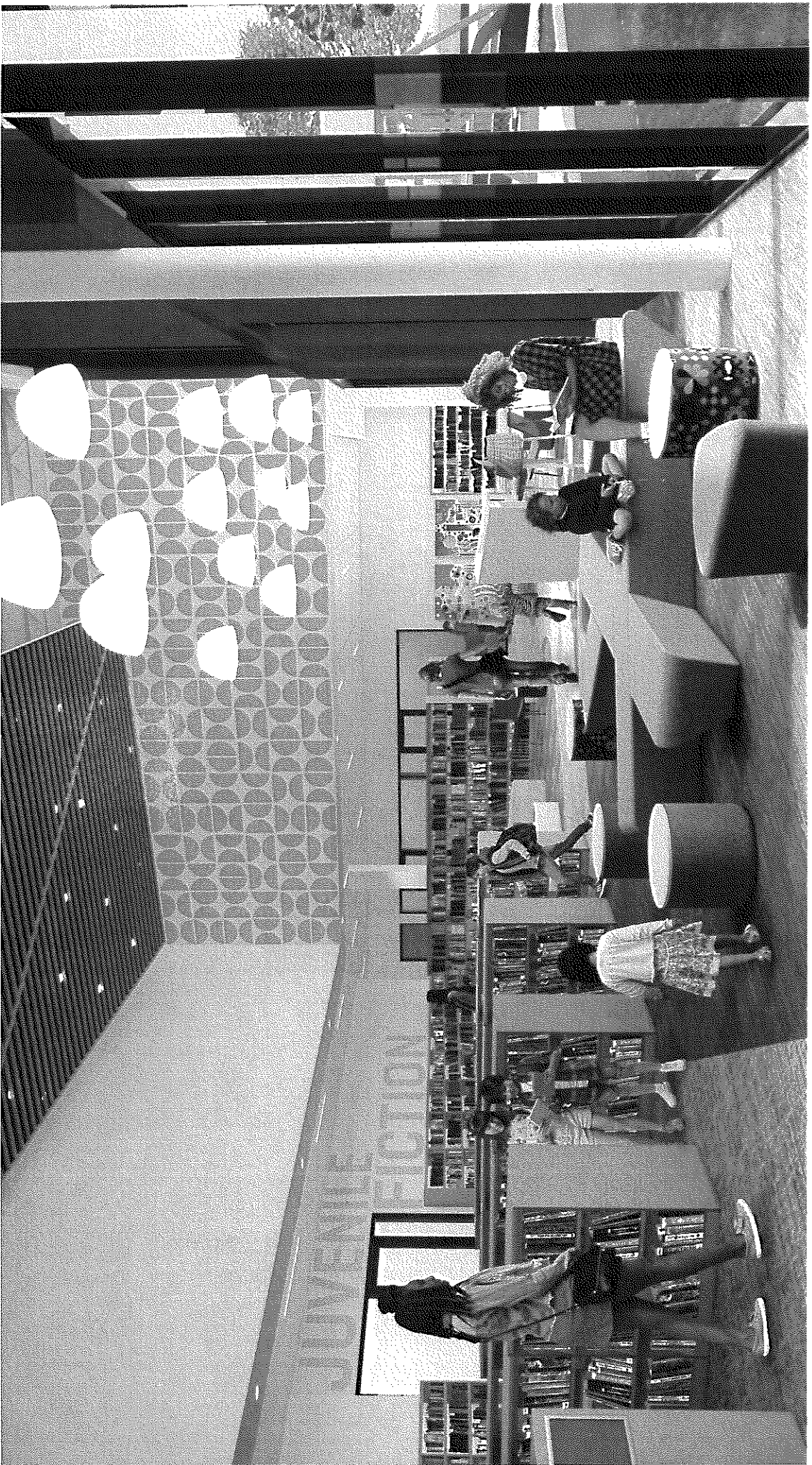


FLOORING CONCEPT

PROJECT IMAGERY

All renderings, maps, site plans, photos, simulated views, floor plans, graphic images and drawings depicted are illustrative only and to only be used in visualizing the conceptual design intent. Renderings and other visual depictions of the project should not relied upon as to what the actual project will appear as, such as actual materials, finishes colors, or textures. They are to be used for illustration purposes only.



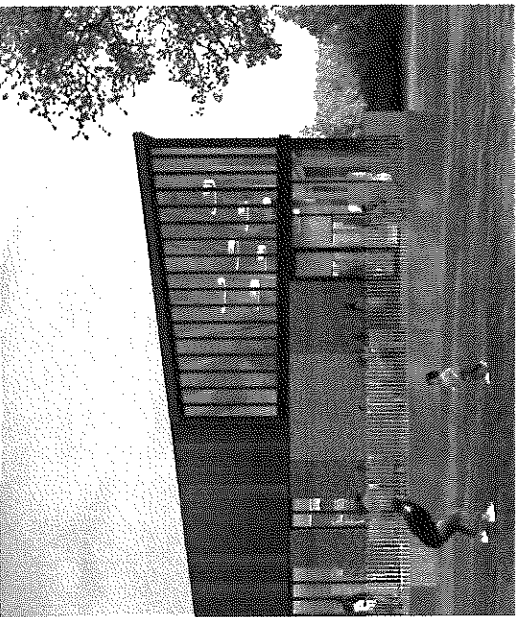




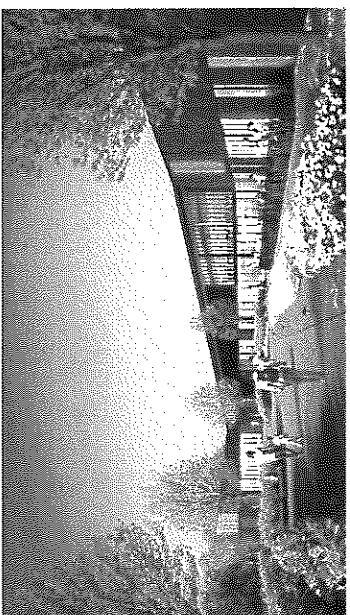
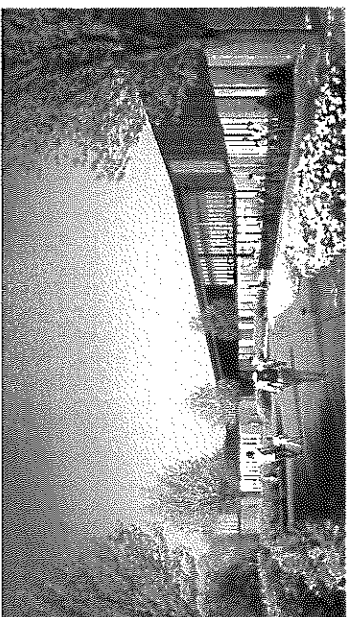
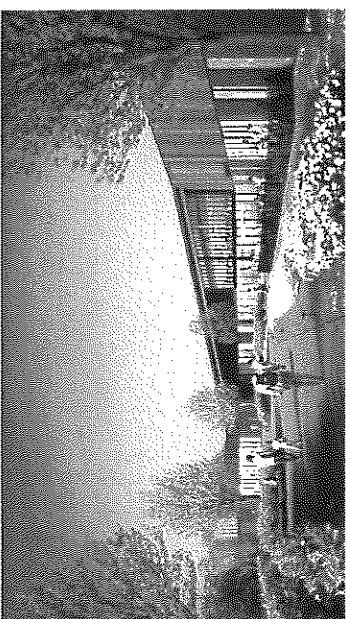
'C'



'B'



'A'

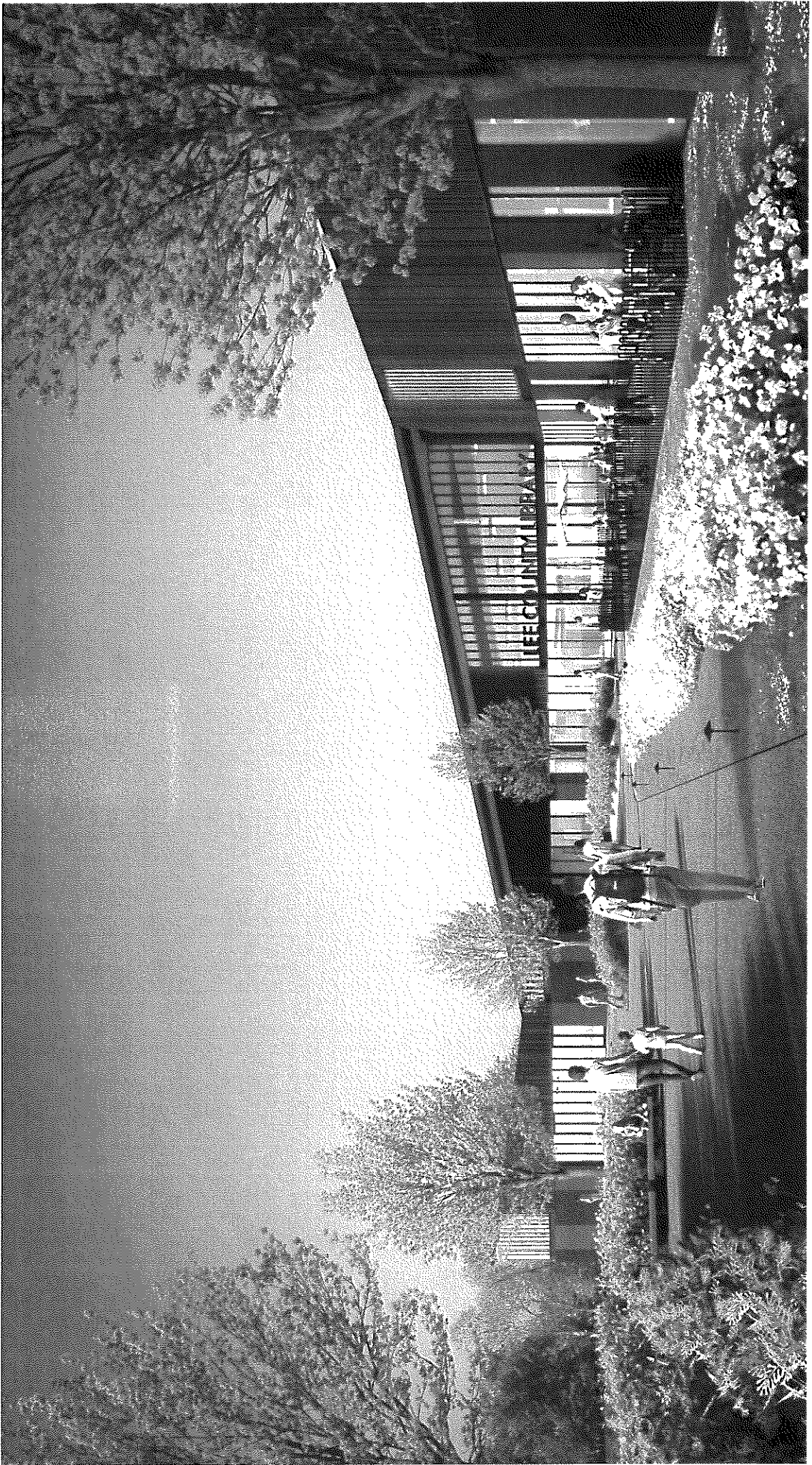


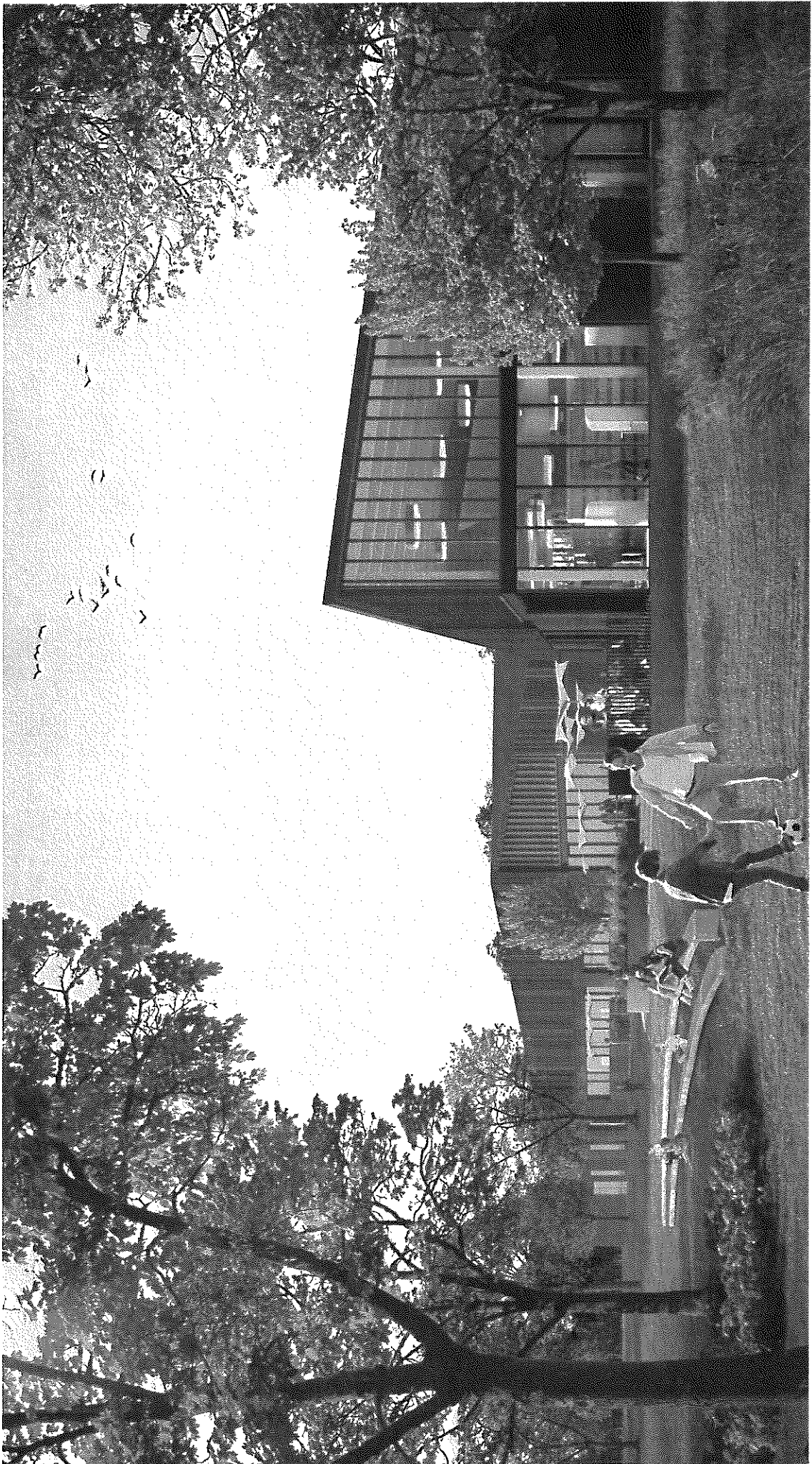
SCENARIO 'A'

- MAXIMIZES 'BLENDING' OF BUILDING AND LANDSCAPE
- PROMINENCE OF THE ACTIVITY AND INTERIOR SPACES
- CONNECTION WITH THE VERNACULAR
- RECOMMENDATION OF THE LIBRARY STAFF, LIBRARY BOARD, AND THE DESIGN AND PROJECT TEAM



'A'

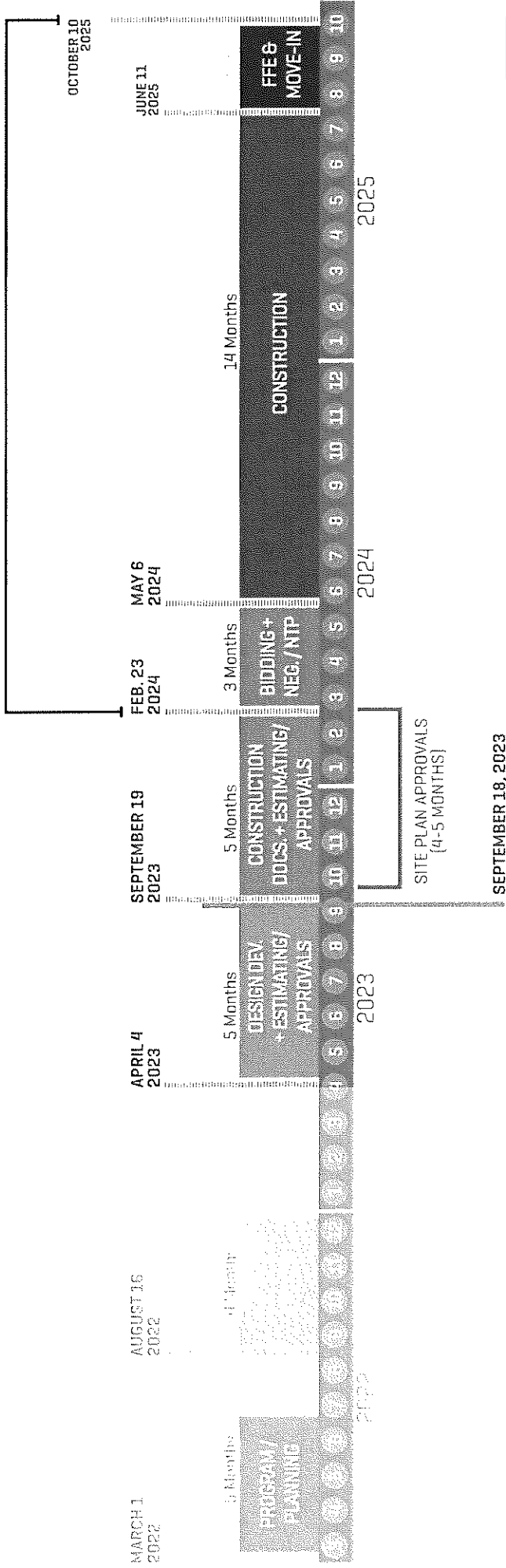




SCHEDULE UPDATE

PROJECTED OVERVIEW SCHEDULE

TO BE CONFIRMED WITH
SAMET/ SANFORD



VINES

THANK YOU!

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE
OF LEE COUNTY, NORTH CAROLINA**


BE IT ORDAINED by the Board of Commissioners of Lee County, North Carolina that the Unified Development Ordinance be, and it hereby is, amended as follows:

Section 1. That Article 11 – Sign Regulations, Table 11-4 Standards for Sign Characteristics be amended to permit signs for nonresidential uses with “Internal Illumination” and “Changeable Copy” within the RA, RR, R-20, R-14, R-12, R-10, R-6, MF-12, PUD and TND zoning districts.

TABLE 11-4: STANDARDS FOR SIGN CHARACTERISTICS

	RA, RR, R-20, R-14, R-12, R-10, R-6, MF-12, PUD, TND	CBD	C-1, O&I, LI, HI	NC, C-2, HC
Animated	-	-	-	-
Changeable Copy	P	P	S/B	P
Illumination, Internal	P	P	P	P
Illumination, Indirect	P (See note 1)	P	P	P
Illumination, Indirect, Exposed Bulbs or neon	-	P	-	-

ADOPTED this the 18th day of September 2023.



 Kirk D. Smith, Chairman
 Lee County Board of Commissioners

ATTEST:

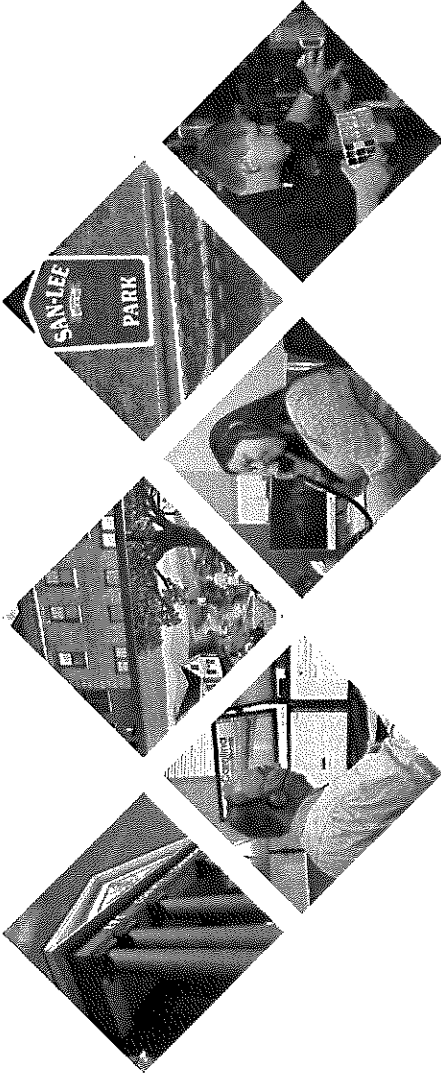
Hailey Hall
Hailey Hall, Clerk to the Board



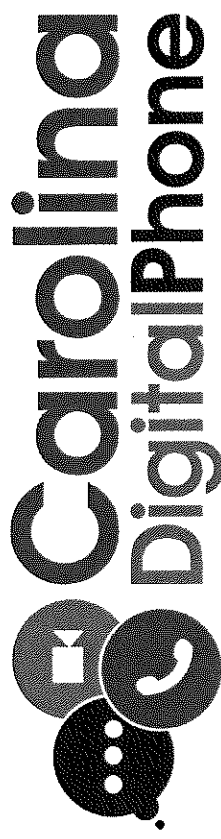
APPROVED AS TO FORM:

Whitney Parrish
Whitney Parrish, Lee County Attorney

Carolina DigitalPhone



Nicky Smith, Founder/CEO



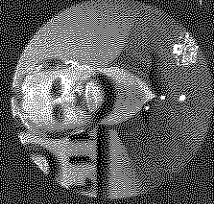
Committed to the Public Sector

Carolina Digital Phone is committed to providing innovative communication solutions tailored to meet the unique needs of government agencies and institutions in North Carolina. With cutting-edge technology and local customer support, we empower local municipalities, state offices, and educational institutions to succeed and drive progress in the public sector.



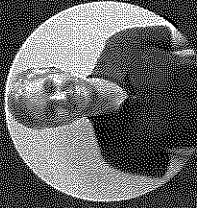
Testimonials

Carolina Digital Phone serves many governments and municipalities.



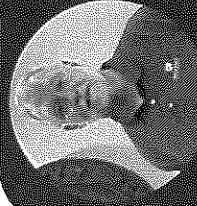
"For technical support, the Carolina Digital Phone Team has been wonderful. It's nice to have a vendor who has a knowledgeable staff."

-Lindsay Hedrick, Systems Administrator for City of Lexington, NC



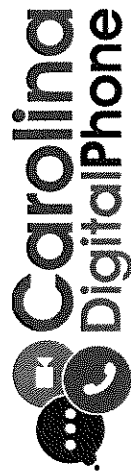
"Carolina Digital Phone offers the personal touch that other much larger telephone providers just can't."

-David Jones - IT Manager of Granville Vance Public Health



"The customer service has been absolutely great. We previously would get complaints of poor call quality, dropped calls, etc. But now? It's rock solid!"

-Joel Hartley, Head of Information Technology for Davidson County, NC

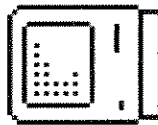


Carolina DigitalPhone

Our History

The evolution of a modern communications provider.

North Carolina Roots
 Founded in 1985 as a computer Sales and Services organization known as MicroComputer Resources



Embracing the Internet
 With the growth of the Internet, the company became a very successful dial-up ISP in the early 1990s.



Moving into the Future
 We move to web and data hosting as broadband access becomes easily available.



Focusing on VoIP
 We respond to the overwhelming business demand for cloud-hosted telephone service.



All-In-One-Solution
 We continue to improve our hosted services with flexible solutions designed for modern business needs.



1985
 MicroComputer Resources

1990
 NetMCR dial-up ISP

2000
 Carolinonet Data Center hosting

2005
 Carolina Digital Phone Interconnected VoIP

2023
 Carolina Digital Phone All-In-One-Solution

LOCAL Support

Our team of Support Engineers is based in Greensboro, NC

Manager Portal

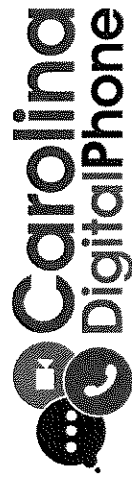
From the Manager Portal, you can check voicemail, access the web phone, check call history, and more!

Training Videos & Articles

We have a variety of training videos and informative articles available on-demand on our website.

24/7 Customer Support

Contact customer support via email at help@carolinadigitalphone.com, or by phone at (336) 346-6000 or 611 from your Carolina Digital Phone.



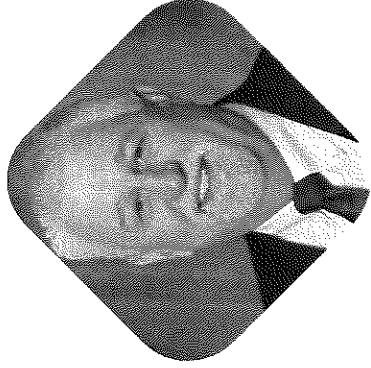
Senior Management Team



Nicky Smith
CEO | Founder



Joan Wilkerson
VP of Sales and Marketing



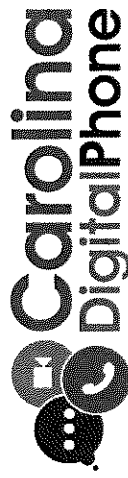
Randy Williams
Senior Operations and
Support Manager

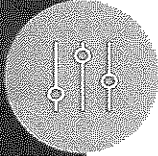
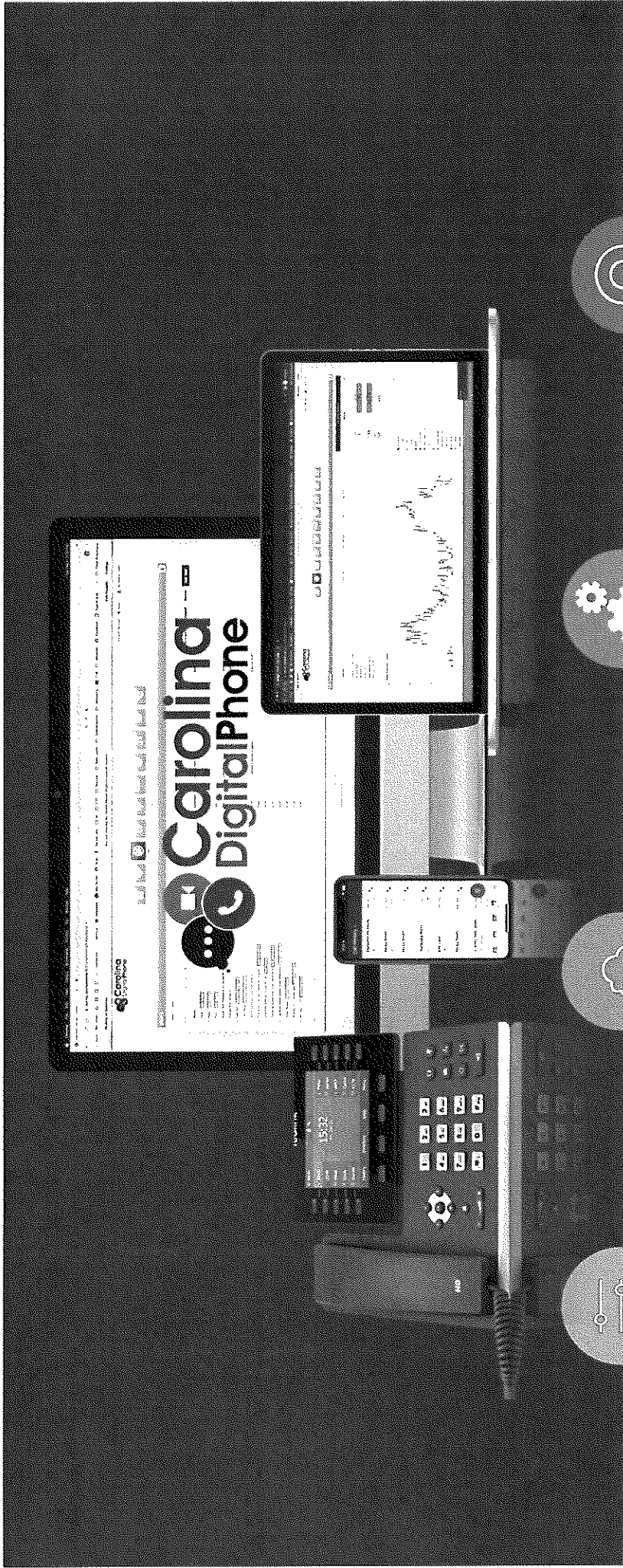


Mitchell Smith
Senior VoIP Engineer



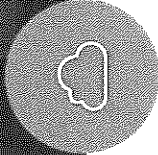
Meredith Richards
Senior Accounting
Manager





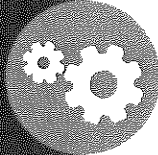
Scalability

Easily scale up or down to meet changes in your business



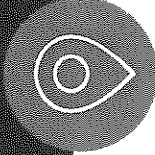
Cloud-Based PBX

Ease-of-Use, reliable service, and always connected



Geo-Redundant

Multi-state, clustered core servers with failover and redundancy



NC-Based Support

Local, 24/7 support based in North Carolina



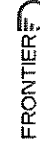
verizon



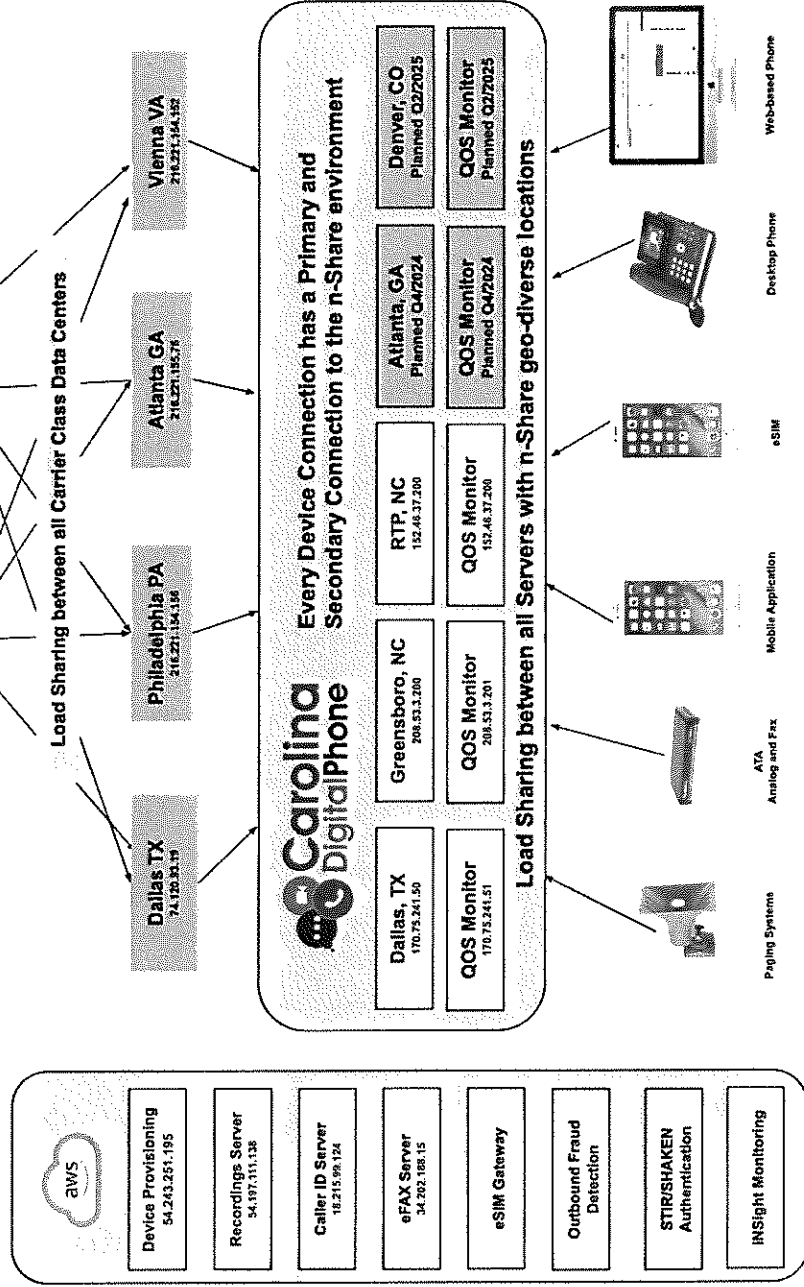
CenturyLink LUMEN



Mobile sinch



windstream

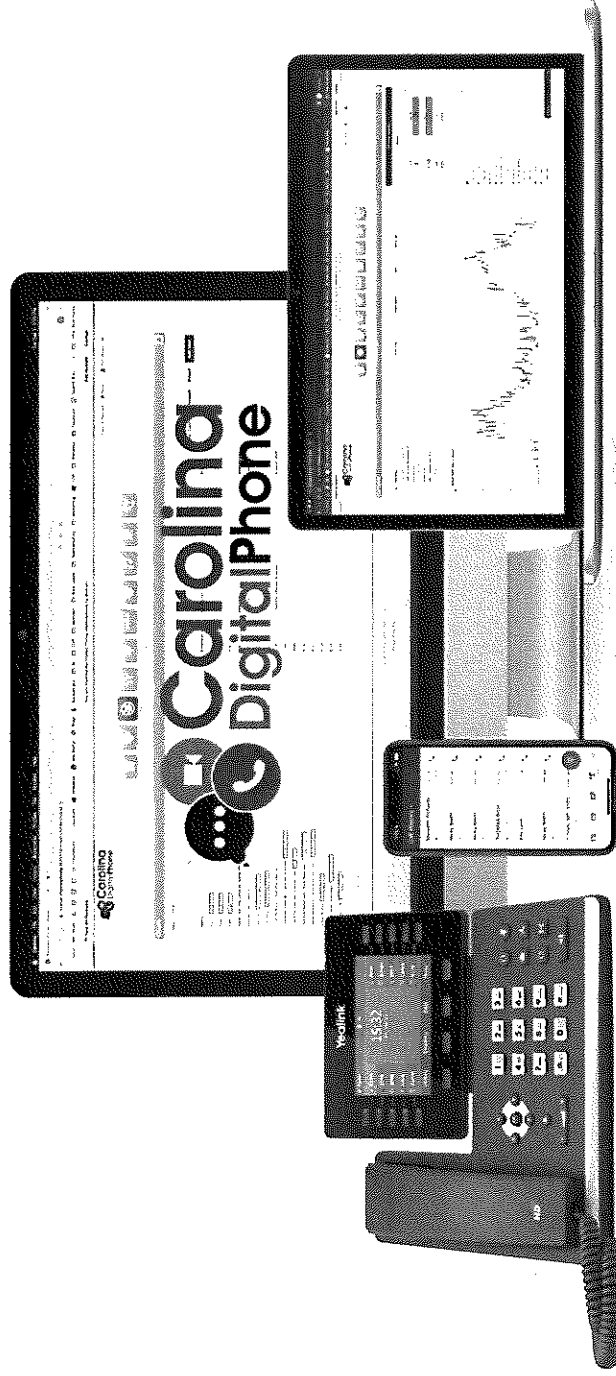


Voice Services Network Design



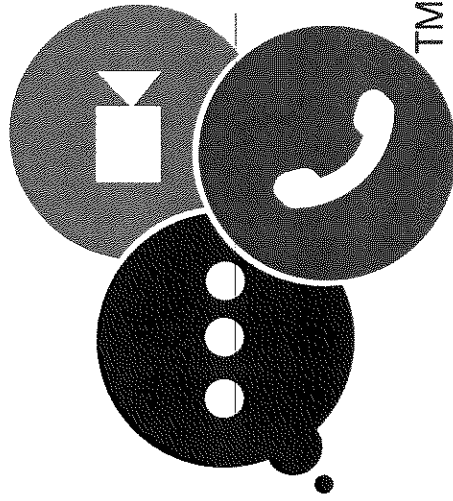
Work From Anywhere

All-In-One-Solution



Work from anywhere with a complete mobile solution for your business. The office is wherever you make it with our all-in-one solution that combines all the necessary communications needed with all the features you can't live without!

Full Range of Services Offered by Carolina Digital Phone

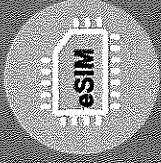


As part of our ongoing efforts to provide the communication tools businesses need to remain competitive and grow, Carolina Digital Phone offers a wide-range of services.



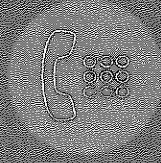
SIP Trunking

SIP Trunking for your legacy phone system providing flexibility and scalability as well as cost savings.



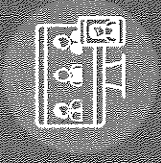
Mobile eSIM

Native integration of any mobile phone with UC. The true "Desk phone in your pocket".



Voice Services

We offer a wide range of included features essential to running a modern business. Run your business more efficiently.



Video Collaboration

Suitable for all categories business and personal presentation. No software to download. Perfect for hybrid work environments.



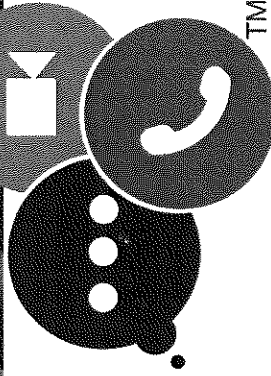
Conference Calling

Improved collaboration features like conference calling allow your team members to stay connected and work together from anywhere.



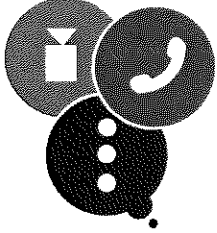
Fax Services

Our digital faxing option is affordable, convenient, secure, and better for the environment. It's HIPAA compliant and easy to use.



TM

Providing Exceptional Service!



Carolina DigitalPhone

**Resolution of the Lee County Board of Commissioners to add
Lee County Senior Services to the
Lee County Consolidated Human Services Agency**

WHEREAS, in 2012, the North Carolina General Assembly adopted House Bill 438, amending North Carolina General Statutes 153A-77 and 153A-76, which granted counties the ability to create a Consolidated Human Services Agency; and

WHEREAS, the Lee County Board of Commissioners adopted a Resolution on March 20, 2023 consolidating the Lee County Health Department and the Lee County Department of Social Services into a Consolidated Human Services Agency governed by a Consolidated Human Services Board and overseen by the Consolidated Human Services Director; and

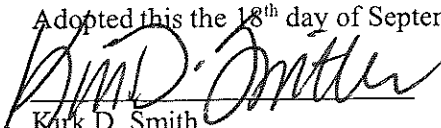
WHEREAS, the Resolution adopted on March 20, 2023 authorized the effective beginning date for the Lee County Consolidated Human Services Agency on July 12, 2023; and

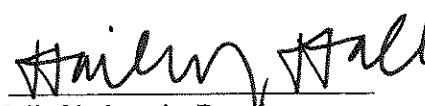
WHEREAS, the Lee County Board of Commissioners, now finds that it is in the best interest of Lee County citizens that Lee County Senior Services be added to the Lee County Consolidated Human Services Agency to enhance services but allow it to continue to be governed by its Advisory Board and COLTS Transportation Advisory Board;

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

1. Lee County Senior Services shall be added to the Consolidated Human Services Agency effective January 1, 2024.
2. The advisory body for Lee County Senior Services shall continue to be the Lee County Senior Services Advisory Board.
3. The advisory body for County of Lee Transportation System shall continue to be the Lee County Transportation Advisory Board.
4. The Consolidated Human Services Board shall have at least one member from the Lee County Senior Services Advisory Board. The Chair, or a designee, of the Lee County Senior Services Advisory Board shall submit an application to the Clerk to the Board of Commissioners to be appointed to the Consolidated Human Services Advisory Board.
5. All employees of Lee County Senior Services shall continue to operate under the personnel policies of Lee County, subject to the nine principles of the Federal Merit System, and work at the discretion of and under the supervision of the County Manager in accordance with North Carolina General Statute 153A-77(e).
6. The Lee County Senior Services Director shall maintain all duties of a Lee County Department Head and is supervised by the Consolidated Human Services Director.

Adopted this the 18th day of September, 2023.


Kirk D. Smith
Chair, Lee County Board of Commissioners

ATTEST: 
Hailey Hall, Clerk to the Board





August 28, 2023

Womble Bond Dickinson (US) LLP

555 Fayetteville Street
Suite 1100
Raleigh, NC 27601

t: 919.755.2100
f: 919.755.2150

Paul H. Billow
Partner
Direct Dial: 919-755-2156
Direct Fax: 919-755-6098
E-mail: paul.billow@wbd-us.com

VIA EMAIL

Candace Iceman
Finance Director
Lee County, North Carolina
408 Summit Drive
Sanford, North Carolina 27330

Re: County of Lee, North Carolina Limited Obligation Bonds (Multi-Sport Complex Project), Series 2023

Dear Candace:

We are pleased to serve as bond counsel to the County of Lee, North Carolina (the "County") in connection with the proposed issuance by the County of the above-referenced bonds (the "Bonds") to finance the acquisition, construction and equipping of a new multi-sport complex. We wish to set forth in this letter our understanding of the terms of this engagement.

ROLE OF BOND COUNSEL

Bond counsel is engaged as a recognized independent legal expert whose primary responsibility is to render an objective legal opinion with respect to the due authorization, issuance, validity and tax-exempt status of bonds and similar obligations. We will provide all services customarily rendered by bond counsel in connection with the authorization, sale and issuance of the Bonds, including (a) preparation of the Master Trust Agreement, First Supplemental Trust Agreement, Deed of Trust and any other financing documents relating to the issuance of the Bonds, (b) preparation of the various proceedings, notices and certificates of the Board of Commissioners for the County and the Local Government Commission relating to the financing, (c) review and assist in preparation of the Preliminary Official Statement and the final

Official Statement relating to the offering and sale of the Bonds, (d) review and comment on the Bond Purchase Agreement between the County and the underwriter relating to the sale of the Bonds to the underwriter, and (e) rendering legal advice to the County as to the tax consequences of the proposed financing and the requirements for compliance with the applicable federal tax laws.

The scope of our work does not include any real estate work relating to the financing (i.e., title searches, procurement of title insurance policy and recording of security instruments). We understand that this work will be handled by local counsel engaged by the County. However, we will assist the County and such local counsel with the coordination of such work.

LEGAL OPINION

Subject to our satisfactory review of all proceedings relating to the issuance of the Bonds, at closing, we will render our approving legal opinion with respect to the validity and tax-exempt status of the Bonds. In rendering our legal opinion, we will rely upon the certified proceedings and other certification of public officials and other persons furnished to us without undertaking to verify the same by independent investigations.

Upon delivery of our opinion with respect to the Bonds, our responsibilities as bond counsel will be concluded with respect to this particular financing. Specifically, we do not undertake (unless separately engaged) to provide continuing advice to the County or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excluded from gross income for federal income tax purposes.

In performing our services as bond counsel, our client will be the County, and we will represent the County's interests. We assume that other parties to the transactions will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the County does not alter our responsibility to render an objective legal opinion as bond counsel.

OFFICIAL STATEMENT

We will assist the County, the underwriter and underwriter's counsel in preparing various material for inclusion in the Official Statement. However, we will not be responsible for verifying or investigating the accuracy of any factual statement made therein, except as described in the next sentence. Our responsibility with respect to the Official Statement will include preparation and/or review of any description in the Official Statement relating to (a) federal and North Carolina tax law applicable to the Bonds, (b) the terms and provisions of the Bonds and the legal documents relating thereto and (c) our approving legal opinion.

COMPLETION OF SERVICES

At the conclusion of our work for you on this matter, we will return to you, upon request, any materials it has furnished us in connection with this representation. Thereupon, we will store files respecting this matter for a minimum of six (6) years following the conclusion of our representation of you in this matter, and we will provide you with access to those files upon request. After six years from the conclusion for our representation in this matter, we will review the stored files with respect to whether they should be retained or destroyed. We disclaim any obligation to provide further notice to you before destroying the files concerning this matter at any time after six years from the conclusion of our representation of you in this matter.

COMPENSATION

For this financing, absent unusual circumstances that may hereafter arise, we propose a fixed fee of \$75,000 payable to our firm for services rendered as bond counsel. We will also charge separately for out-of-pocket expenses incurred in connection with this financing. These fees and expenses will be due upon receipt of our invoice following closing. In the event that such closing does not occur, we will work with the County to determine a mutually agreeable fee to cover work already performed by our firm on this matter.

CONFLICTS OF INTEREST

Wells Fargo Securities ("Wells Fargo") has been selected to as the underwriter for the Bonds. Our firm represents Wells Fargo and its various affiliates from time to time in matters unrelated to our representation of the County in connection with this matter. In carrying out the engagement described in this letter, our client will be the County, and Wells Fargo will be represented by other counsel.

In connection with our engagement as bond counsel, we hereby request that the County waive any conflict of interest that might arise on account of our representation of the County as bond counsel in connection with the issuance of the Bonds and the simultaneous representation of Wells Fargo in other unrelated transactions. We agree that your consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. By execution of this letter where indicated below, you hereby agree to waive any such conflicts as described above.

INTERNAL ADVICE AND PRIVILEGE

Womble Bond Dickinson (US) LLP is a multi-jurisdictional law firm representing many clients and handling a large number of complex matters each year. As a result, conflict of interest issues may arise and, from time to time, may even include disputes between the firm and

our own clients over the handling of a matter. Under such circumstances, we need the ability to seek analysis of our obligations from our General Counsel's office or outside counsel without waiving our firm's own attorney-client privilege. We believe that seeking advice is in our clients' interest, as well as our own. Accordingly, by signing this letter, you consent to our seeking advice from our General Counsel's office or outside counsel of our choosing on legal ethics or related issues that may arise during our representation of the County and that our representation of the County shall not, thereby, waive any attorney-client privilege that we may have to protect the confidentiality of our communications with counsel.

LEGAL SUPPORT SERVICE PROVIDERS

In an effort to continue delivering cost effective services, our firm uses legal support service providers located both inside and outside the United States to assist with help desk and technology issues, word processing, time entry, photocopying and other administrative tasks. In order for these service providers to complete these tasks, we must share certain client information. We have made reasonable efforts to ensure that these services are performed in a manner that is consistent with our firm's obligations under the relevant Rules of Professional Conduct with regards to maintaining client confidentiality and supervision of non-lawyer assistants, and the firm bears responsibility for the resulting work product. As part of the engagement with the firm, you agree and consent to the use of the services of these providers in the manner stated above. If you have any concerns with this, please feel free to contact me to discuss.

We wish to express our sincere appreciation to the County for entrusting this matter to our firm. If you have any questions or concerns regarding the terms of our engagements, please do not hesitate to give me a call. Otherwise, we would appreciate it if you would execute this letter where indicated below and return a signed copy to us for our files (an emailed copy is fine for our purposes). Please note that if you do not sign and return this letter, your continuation to work with our firm in connection with this matter will constitute your full acceptance of the terms and conditions set forth herein.

We look forward to working with you on this financing.

Very truly yours,

WOMBLE BOND DICKINSON (US) LLP



Paul H. Billow



August 28, 2023
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Accepted and approved:

COUNTY OF LEE, NORTH CAROLINA

By: Kirk D. Smith
Name: KIRK D. SMITH
Title: CHAIRMAN LEE COUNTY
BOARD OF COMMISSIONERS

cc: Lisa Minter

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

Candace Jeman
Finance Officer, Lee County

County Manager's Report – September 18, 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 six weeks. The tentative schedule for installation is the second week in September. Draft permit for Lee County was issued by NC Department of Environmental Quality, which began on August 6, 2023, and will end September 20, 2023. A 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, NC. The permit may be issued effective 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 - Bids were received from three bidders (Barr Construction, Conti Civil, and Sanford Contractors). Sanford Contractors presented the lowest bid (Base: \$26,817,160, Alt 1: \$3,628,537, and Alt 2: \$116,796, for a total of \$30,562,493). Staff is working on identifying all remaining anticipated project costs and facilitating the associated financing. An updated project budget On the agenda is a recommendation to proceed with accepting the bid from Sanford Contractors as the General Contractor, and once approved by Board of Commissioners, staff will begin contract negotiations. On September 12, 2023, the County received notification from NCDOT that upon review of the appraisal report it was determined that there was no change in the value for the property, therefore no enhancement fee will be required for the control of access break. There will still be a few items that will need to be addressed with NCDOT including survey monument placement, any re-establishment of control of access fence as needed, developer agreements for the roadway improvements and driveway permits. The best case for construction to begin is October/November 2023; however, that depends on contract negotiations with the General Contractor, issuance of the bonds, and acquisition of any required permits. Details regarding a groundbreaking ceremony will be provided as soon as they are available.

Horton Pool – The grand opening was held on September 8, 2023. The pool will remain open on September 9, 10, 16, and 17 before closing until next year. The Construction Administrator and Engineer came onsite on September 5, 2023 to review construction and prepare a final punch list for the pool contractor (Southeast Aquatics). Staff also reviewed final open items with the Bathhouse contractor (JMT). Liquidated Damages were implemented for the pool contractor (Southeast Aquatics) from May 1, 2023 to September 1, 2023. Staff will work to resolve final payment versus Liquidated Damages with Southeast Aquatics.

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

Temple: Playground equipment assembly continues with Churchich. The progress was slowed down by weather (Hurricane Idalia and by delay in turf delivery). The shelter has been installed for restrooms and picnic tables. Staff is finalizing the bathroom layout/design with Churchich and are now working on finalizing the utility connections for water, sewer, and power.

Kiwanis Children's Park: Bid documents have been reviewed by the Finance Department and approved as far as requirements for bid. Staff is planning to bid both Kiwanis Children's Park and O.T. Sloan Park at same time, around December of 2023. Staff need to align with WhittersRavenel on timing for bid and updated cost estimations on the playground equipment.

Library Building Project – The project is at the end of Design Development at 85% drawings and cost estimations. Vines has presented final design options to the Library Board of Trustees, and they have selected and approved a preferred exterior design. Vines will present project updates on design and status to the Board of Commissioners at the September 18, 2023 meeting. Staff will finalize the outside easement for sewer during the week of September 11 and are working with Jeremy Thomas Engineering on sewer connection design. The 85% cost estimation showed the project to be slightly over the targeted construction budget. Staff is working with Vines on value engineering to meet the cost target.

Historic Courthouse – Hobbs Architects provided a schematic design drawing set to Lee County and the North Carolina State Historic Preservation Office (NCSHPO). NCSHPO estimates drawing review by September 21, 2023. This review is to approve recommended repair methodology from REI to allow the project to go out to bid. Design work continues with Hobbs Architects. Hobbs is requesting a lift on site to allow for second story inspections of the Courthouse. The August 2024 grant funding deadline has been confirmed with Central Pines (formerly TJCOG), the grant administrator. This deadline is set by the NCSHPO. An updated schedule from Hobbs still shows a path to August 2024 as the project completion date, but all buffers have been removed from the schedule. Staff continues to work with Hobbs to ensure the path to project completion by the August 2024 deadline.

Lee County Jail Feasibility Study – A request for proposals (RFP) was issued on June 23, 2023 and closed August 11, 2023. Lee County received three RFPs, which were evaluated by an internal committee on August 11. The review committee consisted of Brian Estes (Sheriff), William Sturkie (Chief Deputy), Ryan Faulk (General Services Director), Jennifer Gamble (Assistant County Manager), Brandon Key (Development Services Director), and Kenny Cole (Development Services Project Manager). The internal review panel came to a unanimous decision to recommend Moseley Architects to perform the Jail Feasibility Study. References provided by Moseley Architects in the proposal submission have been contacted by staff. Overall, Moseley Architects was selected for the Jail Feasibility Study due to experience on similar local projects and an extensive background working on related projects. Contract negotiations with Moseley can begin after approval from Board of Commissioners.

Comprehensive Fire Services Study and Long-Range Plan - A request for proposals (RFP) was issued on August 9, 2023. Proposals were due September 8, 2023. 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 August is attached.

Building Inspections – Attached are the monthly inspection reports for June 2023.

Library Board of Trustees – The Library Board of Trustees September Agenda, Director's Report for August, and Minutes from June 14, 2023 are attached.

Parks and Recreation – The minutes from the August 28, 2023 meeting is attached.

TRC – The TRC Agenda for September is attached.

Consolidated Human Services Board – The Minutes from the July 12, 2023 meeting are attached.

Upcoming Meetings/Events:

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

STARS Awards Presentation – September 19, 2023 – Wicker Room, LCGC – 8:30 a.m.

SAGA Annual Meeting – September 28, 2023 – Civic Center – 5:00 p.m.

NC Disabled Veterans Monument Dedication Ceremony – October 1, 2023 – Broadway Veterans Memorial Complex – 2:00 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 3rd day
of Oct 20, 23 at 3:00 AM/PM
recorded in Book 310 Page 211
Pamela G. Britt, Register of Deeds