



LEE COUNTY BOARD OF COMMISSIONERS  
MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER  
2420 TRAMWAY ROAD  
SANFORD, NC 27330

December 4, 2023

MINUTES

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**Roll Call**

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

**CALL TO ORDER**

County Attorney Whitney Parrish called the meeting to order at 12:01 p.m.

**INVOCATION**

Commissioner Kirk Smith led the Board and meeting attendees in an invocation and the Pledge of Allegiance.

**PLEDGE OF ALLEGIANCE**

**I. ORGANIZATION OF THE BOARD**

**I.A Election of Chair of the Board of Commissioners**

*County Attorney Whitney Parrish asked the Board to determine how it will vote on the chairmanship. In the past, voting has been held by ballot and by voice. Mrs. Parrish asked for a motion as to how the Board would like to conduct the vote. Commissioner Robert Reives made a motion to vote by ballot and the vote was unanimous. The ballots collected yielded the following results: 5 votes for Kirk Smith (Vorbeck, Smith, Knecht, Carver, Lovick) and 2 for Cameron Sharpe (Reives and Sharpe), resulting in Commissioner Smith receiving the chairmanship.*

Memo\_Chair\_and\_Vice\_Chair.pdf

BALLOT\_Chair.pdf

**Motion: Motion to vote for the chairman by ballot.**

Mover: Dr. Andre Knecht

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

Motion Result: Passed

I.B Election of Vice-Chair

*County Attorney Whitney Parrish asked for a motion as to how the Board would like to vote for the vice chair. Commissioner Kirk Smith made a motion to vote by ballot and the vote was unanimous. The ballots cast resulted in a unanimous vote for Commissioner Andre Knecht as Vice-Chair.*

Memo\_Chair\_and\_Vice\_Chair.pdf

BALLOT\_Vice\_Chair.pdf

**Motion: Motion to vote by ballot for the Vice-Chair.**

Mover: Kirk Smith

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

Motion Result: Passed

I.C Resolution fixing the time, date and place for regular meetings

*County Attorney Whitney Parrish presented the Board with a resolution fixing the time, date and place for regular meetings. Staff recommends continuing use of the McSwain Center located at 2420 Tramway Road for the first meeting of the month taking place on the first Monday and the Dennis Wicker Civic Center located at 1801 Nash Street for the second meeting of the month taking place on the third Monday at 6:00 p.m. A copy of the schedule is attached and incorporated into these minutes.*

RESOLUTION\_-\_2024\_BOC\_MEETING\_SCHEDULE\_final.pdf

**Motion: Motion to approve the resolution fixing the time, date and place for regular meetings.**

Mover: Dr. Andre Knecht

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

Motion Result: Passed

I.D Annual Examination of Official Bonds

*County Attorney Whitney Parrish presented the Board with the Annual Examination of Official Bonds and accompanying resolution. The Board must approve the official bonds for the following employees: 1) Sheriff in the amount of \$25,000; Register of Deeds in the amount of \$50,000; 3) Every other officer of the County who is required by law to give a bond for the faithful performance of his/her duties, which for Lee County is the a) Tax Administrator (\$100,000), b) Finance Officer (\$1,000,000), and c) any employee who handles \$100.00 or more at any one time. After the motion was adopted, Mrs. Parrish turned the meeting over to Chairman Smith.*

DOC230S34.pdf

DOC230S39.pdf

DOC156S57.pdf

**Motion: Motion to approve the Official Bonds.**

Mover: Robert Reives

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

Motion Result: Passed

## II. ADDITIONAL AGENDA

*Chairman Kirk Smith asked to add Item III.O Approval of Sourcewell Contract # 010521-BUR for Playground Equipment for the OT Sloan Accessibility Park Project and a proclamation honoring a hometown hero as item III.N to the Consent Agenda, as well as a Closed Session Per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.*

**Motion: Motion to approve the Agenda as amended.**

Mover: Taylor Vorbeck

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

Motion Result: Passed

## III. APPROVAL OF CONSENT AGENDA

**Motion: Motion to approve the Consent Agenda as amended.**

Mover: Taylor Vorbeck

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

Motion Result: Passed

III.A Emergency Management Application for the Domestic Preparedness Region Grant

III.B Musco Lighting for Lee County Athletic Park

Lee County Sports Complex 091523.pdf

III.C Acceptance of the Increase in Recurring State Aid for Lee County

Libraries 2024 Recurring State Aid budget requests.pdf

III.D Fire Alarm Detection Devices Replacement at the Lee County

Courthouse Quote\_American Fire Protection\_CH.pdf

Sole Source\_46,034 Fire Alarm\_CH.pdf

III.E Fire Alarm System Replacement for the Lee County Enrichment

Center Quote\_American Fire Protection Group.pdf

Sole Source\_33,675.60 Fire Alarm\_EC.pdf

III.F Approve Purchase of Polaris Ranger 1000 Utility Terrain Vehicle

Polaris UTV Quote - Final - 11.20.23.pdf

III.G Homeland Security Grant Program (HSGP) Subaward

Notification CAST Trailer Docusign Completed form.pdf

III.H Adopt final resolution on Alfred Alston Road and authorize the Chair to sign all documents to effectuate the transfer

Alfred Alston Upset Bid Offer.pdf

Alfred\_Alston\_Final\_Resolution.pdf

III.I Minutes from the November 20, 2023 Regular Meeting

BOC\_Regular\_Meeting\_Minutes\_11-20-23\_final.pdf

III.J Pictometry International Corp. - Eagleview Agreement  
Eagleview Agreement

III.K Approval of Budget Amendment #12/04/23/07  
Budget Amendment Packet 12-04-23.pdf

III.L Accept initial offer for property located on Woolard Road  
Woolard Road Offer and Map.pdf  
Woolard\_Road\_Initial\_Resolution.pdf

III.M Adopt final resolution on Breezewood Road and authorize the Chair to sign all documents to effectuate the transfer  
Breezewood\_Final\_Resolution-final.pdf

III.N Requesting to apply for local community grant, Shop with a Cop Grant, through Walmart  
local community grants.pdf

III.O Approval of Sourcewell Contract # 010521-BUR for Playground Equipment for the OT Sloan Accessibility Park Project  
Sourcewell Sheet 1.pdf  
Sourcewell Sheet 2.pdf  
Proposal #405-157790-4 with turf, Est #17221.pdf 23-1053 Lee County\_OT Sloan Accessibility Project.pdf  
Proposal #405-157790-4 View A.jpg Proposal #405-157790-4 View B.jpg

III.N Proclamation Honoring a Hometown Hero

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

No public comments were received.

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

There was no Old Business to discuss.

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

VI.A Willowbrook Farms (Phase III) Preliminary Subdivision Plat

*Planner II Thomas Mierisch presented the Planning Board's recommendation regarding the Willowbrook Farms (Phase III) Preliminary Subdivision Plat to the Commissioners. The applicant, LAMCO Custom Builders, LLC, is seeking approval of a preliminary plat for the third and final phase of the Willowbrook Farms subdivision consisting of 33 lots. This development was originally proposed by Mr. Donald Simpson of Simpson & Simpson, and the first phase was platted in 1988, encompassing all the lots fronting Berke Thomas Road. The second phase, encompassing most of the lots fronting Longstreet Road, was platted in 2000. This subdivision will be served by public water and private on-site septic systems, with public roads intended to be maintained by NCDOT. The Planning Board unanimously approved Phase III on November 20, 2023.*

BINDER - Willowbrook Farms\_Phase III.pdf

**Motion: Motion to consider the preliminary major subdivision plat for the third and final phase of the Willowbrook Farms subdivision.**

Mover: Robert Reives

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

Motion Result: Passed

VI.B FY 2022-2023 Financial Statement Presentation

*Finance Director Candace Iceman introduced Alan Thompson from Thompson, Price, Scott, Adams & Co, P.A. to discuss the audit, then presented the FY 2023 Financial Statement. A copy of their joint presentation is attached and incorporated into these minutes. Mr. Thompson reported that there were no issues with the audit and the County has an "unmodified report."*

*Commissioner Cameron Sharpe left the meeting at 12:20 p.m.*

## **VII. MANAGERS' REPORTS**

VII.A October 2023 Monthly Financial Report

*Finance Director Candace Iceman presented the October 2023 Monthly Financial Report. The County's Ad valorem tax collections are at 23.11% of the adopted budget and the target percentage for expenditures at this point in the fiscal year is 33.33%.*

October 2023.pdf

VII.B Upcoming Dates & Reminders

*County Manager Lisa Minter announced that current General Services Deputy Director Ryan Faulk accepted the position as Director. Mrs. Minter then presented a brief report including upcoming dates and reminders, a copy of which is attached and incorporated into these minutes.*

County\_Managers\_Monthly\_Report\_December\_4\_2023.pdf

## **VIII. COMMISSIONERS' COMMENTS**

## **IX. CLOSED SESSION**

*The Board went into Closed Session Per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege at 12:47 p.m. followed by a five-minute break.*

**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: Taylor Vorbeck

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

Absent: 1 - Cameron Sharpe

Motion Result: Passed

**Motion: Motion to go out of Closed Session. The Board resumed Open Session at 1:07 p.m.**

Mover: Mark Lovick

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

Absent: 1 - Cameron Sharpe

Motion Result: Passed

**ADJOURN**

**Motion: Motion to adjourn. The Board adjourned at 1:07 p.m.**

Mover: Robert Reives

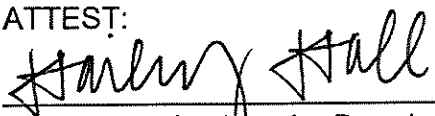
For: 7 - Dr. Andre Knecht, Robert Reives, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Cameron Sharpe

Motion Result: Passed

  
\_\_\_\_\_  
Kirk Smith, Chairman  
Lee County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Hailey Hall, Clerk to the Board





**RESOLUTION TO SET THE MEETING SCHEDULE FOR 2024  
FOR THE LEE COUNTY BOARD OF COMMISSIONERS**

**BE IT RESOLVED** by the Board of Commissioners for the County of Lee as follows:

- SECTION 1:** The Board of Commissioners shall hold a regular meeting on the first and third Monday of each month. If the regular meeting day is a holiday, on which County offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediate preceding regular meeting.
- SECTION 2:** Regular meetings on the first Monday of the month shall be held in the Auditorium, Ruby McSwain Extension Education and Agriculture Center, 2420 Tramway Road, Sanford, North Carolina. Regular meetings on the third Monday of the month shall be held in the Exhibition Hall, Dennis Wicker Civic Center, 1801 Nash Street, Sanford, NC 27330. Due to scheduling conflicts, the meeting details will reflect as follows for these specified meeting dates and times:
- January 8, 2024 at 6 p.m. – McSwain Center
  - January 22, 2024 at 6 p.m. – Dennis Wicker Civic Center
  - March 18, 2024 at 6 p.m. – McSwain Center
  - November 4, 2024 at 6 p.m. – Dennis Wicker Civic Center
  - December 2, 2024 at 12 p.m. – McSwain Center
  - December 12, 2024 at 5:30 p.m. & December 13, 2024 at 8:30 a.m. – Annual Board Retreat – Dennis Wicker Civic Center Conference Section
- SECTION 3** During the months of July, August, and September, the Board of Commissioners will have a consolidated schedule meeting once a month on the third Monday of each month at the time and place detailed in Section 2.
- SECTION 4:** The regular meeting on the first Monday and third Monday of each month will begin at 6 p.m. unless otherwise noted above or adjusted by a majority vote of the Board.
- SECTION 5:** Public hearings with the Lee County Planning Board will be held the third Monday of each month if required at 6 p.m. Other required public hearings will be held at the discretion of the Board.
- SECTION 6:** The Clerk to the Board is directed to cause a copy of this Resolution to be posted on the bulletin board in the lobby at the Lee County Government Center and Lee County Courthouse and a summary is to be published in *The Sanford Herald* at least ten (10) days before the meeting to which the Resolution is to apply.

Adopted this 4<sup>th</sup> day of December 2023.

ATTEST:

  
Hailey Hall, Clerk to the Board



  
Kim Smith, Chair  
Lee County Board of Commissioners



**SOLE SOURCE JUSTIFICATION FORM**  
**(for items costing \$5,000.00 or more)**

**Vendor:** American Fire Protection Group dba Patterson Group

**Item:** Replacement of Fire Alarm Devices at the Lee County Courthouse

Estimated expenditure for the above item: \$ 46,034.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1.  Sole source is for the original manufacturer or provider. There are no area distributors.
2.  The parts/equipment are not interchangeable with similar parts of another manufacturer.
3.  This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4.  The parts/equipment are required from this source to permit standardization.
5.  None of the above apply. A detailed explanation and justification for this sole source in contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

*Kim D. Smith*  
County Manager (\$5,000 up to \$30,000)  
Board of Commissioners (\$30,000 and up)

esignd via eSignJustDoc.com  
*Ryan Faulk*  
Key: d3113f06c52041e6d4c50d909e55cc20  
Department

11/17/2023  
Date





**From** | Patterson Group Services, Inc  
 1824 Douglas Drive  
 Sanford NC 27330  
 (919) 776-2403  
 www.pgsfire.com  
 NC LIC:#30023-SP-FA/LV  
 FCC LIC:#PG-000-65596

**Quote No.** | 0001199  
 Type | Replacement  
 Prepared By | Sam Clarke  
 Created On | 10/31/2022  
 Valid Until | 01/31/2024

**Quote For** | Lee County Operation Services  
 Lee County Courthouse - New Courthouse  
 1401 Elm Street  
 Sanford NC 27330

### Description of Work

Quote is for replacement of Fire Alarm detection devices at Lee County Courthouse - New Courthouse.

Devices to replace existing:

- (257) Photo smoke detectors w/ base.
- (13) Photo duct smoke detectors.
- (6) Heat detectors w/ base.

Patterson Group Services will provide device installation, programming, testing and certification of the system.

- **All permitting fees for the Fire Alarm System and shop drawings are the responsibility of the Owner and/or/ General Contractor.**
- **Mechanical lift rental (if needed) not included in this pricing.**
- **\*\*Any new devices found to have been recently replaced will be provided to customer as attic stock. \*\***

### Services to be completed

**Fire Alarm**

Replacement - Fire Alarm devices.

Parts, labor, and fees	Quantity
INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHITE	257
INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FLASHSCAN; WHITE	6
REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSCAN; FOR USE WITH DNR(W) DUCT DETECTOR HOUSING; WHITE	13
INTELLIGENT FLANGED MOUNTING BASE; 6" INCH; PACK OF 10; WHITE	27
2TECH	40
Testing of new devices	10
SUBTOTAL	\$46,034.00
TAX @ 7.0%	\$3,222.38
<b>GRAND TOTAL</b>	<b>\$49,256.38</b>

**Terms and Conditions**

\*\*Note: quote is for replacement of Fire Alarm devices; Existing building FACP existing to remain, new equipment & device installation is provided in this quote separate of the existing Fire alarm system. All programming and FACP terminations are to be provided by the owner's service technician and are not included in this scope.

- All mechanical lift equipment required to access areas above 12' in height is the responsibility of the owner, electrical contractor and / or General contractor.
- Quote is valid for a period of 90 days. All invoices are due net 30 days and subject to late payment fees.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name:

*Kirk Smith*

Date:

*12-4-23*

Signature:

*KIRK SMITH, Lee County Commissioners Chairman*



**SOLE SOURCE JUSTIFICATION FORM**  
(for Items costing \$5,000.00 or more)

**Vendor:** American Fire Protection Group dba Patterson Group

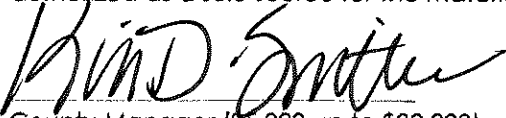
**Item:** FIRE ALARM SYSTEM REPLACEMENT FOR THE ENRICHMENT CENTER

Estimated expenditure for the above item: \$ 33,675.60

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

- 1.  Sole source is for the original manufacturer or provider. There are no area distributors.
- 2.  The parts/equipment are not interchangeable with similar parts of another manufacturer.
- 3.  This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
- 4.  The parts/equipment are required from this source to permit standardization.
- 5.  None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

  
County Manager (\$5,000 up to \$30,000)  
Board of Commissioners (\$30,000 and up)

eSigned via eSignMe.com  
  
Rev: d3113f48-9244e64e2564396e050ee03  
Department

11/17/2023  
Date



**From** | **Patterson Group Services, Inc**  
 1824 Douglas Drive  
 Sanford NC 27330  
 (919) 776-2403  
 www.pgsfire.com  
 NC LIC:#30023-SP-FA/LV  
 FCC LIC:#PG-000-65596

**Quote No.** | **0001185**  
 Type | Installation  
 Prepared By | Tyler Patterson  
 Created On | 10/24/2022  
 Valid Until | 01/31/2024

**Quote For** | **Lee County Operation Services**  
 Lee County Enrichment Center  
 1615 South 3rd Street  
 Sanford NC 27330  
 (919) 776-0501

### Description of Work

Quote is for installation of Fire Alarm system - turnkey - for Lee County Enrichment Center.

**System includes:**

- (1) NFW-100X fire alarm control panel
- (35) FSP-951 photo smoke detector
- (12) NBG-12LX manual pull station
- (4) FST-951 heat detector
- (13) Return air smoke detectors with remote test (RTS151)
- (13) HVAC shutdown relays
- (1) FMM-1 ANSUL hood monitoring module
- (10) P2RL horn/strobe wall-mounted

Patterson Group Services will provide rough-in, wiring, device installation, programming, testing and certification of the system.

### Services to be completed

**Fire Alarm**  
 Fire Alarm System - Installation

Parts, labor, and fees	Quantity
ADDRESSABLE FIRE ALARM CONTROL PANEL, 198 ADDRESSABLE DEVICES ON ONE SLC, BLACK	1
HORN STROBE 2W RED WALL	10
REMOTE TEST CAPABLE INTELLIGENT PHOTO DETECTOR WITH FLASHSCAN; FOR USE WITH DNR(W) DUCT DETECTOR HOUSING; WHITE	13
ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FORM-C DRY CONTACTS THAT SWITCH TOGETHER.	13
INNOVAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY, DOES NOT INCLUDE HEAD.	13
INNOVAIRFLEX SAMPLING TUBE, STEEL, 5'WITH HOLES	13
REMOTE TEST STATION; WITH SWITCH, ALARM AND POWER LED'S, KEY RESET.	13
INTELLIGENT ADDRESSABLE 135 DEGREE THERMAL DETECTOR WITH FLASHSCAN; WHITE	4
INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHITE	35

ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.	12		
ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITHER A CLASS A OR CLASS B CIRCUIT OF DRY-CONTACT INPUT DEVICES.	1		
INTELLIGENT FLANGED MOUNTING BASE; 6" INCH; PACK OF 10; WHITE	4		
UltraTech IM-12120	2		
Electrical Material	1		
2TECH	80		
Permit	1		
Zone Map	1		
Final Testing	1		
		SUBTOTAL	\$33,675.60
		TAX @ 7.0%	\$2,339.79
		<b>GRAND TOTAL</b>	<b>\$36,015.39</b>

**Terms and Conditions**

\*\*\*\*Note: quote is for a complete system installation turnkey; services by PGS, INC include all fire alarm equipment, rough-in, wiring & device installation, programming, testing & commissioning. \*\*\*\*

- All 120VAC power to each FACP and remote power supply by owner or electrical contractor.
- All permitting fees are the responsibility of the Owner and are not included in this scope pricing.
- Fire alarm system devices shall not be installed until all wall systems and ceiling systems, including surface finishes and coatings are 100% complete.
- All mechanical lift equipment required to access areas above 12' in height is the responsibility of the owner, electrical contractor and / or General contractor. If required for Fire Alarm Installation, lift equipment will be available and in good working order for use at the discretion of Patterson Group employees for the duration of required scope of installation.
- Minimum 24-hour notice from must be provided by Electrical Contractor, Owner, or General Contractor to schedule technicians for startup and testing.
- Quote is valid for a period of 90 days. All invoices are due net 30 days and subject to late payment fees.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Kirk D. Smith Date: 12-4-23

Signature: KIRK D. SMITH CHAIRMAN



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY  
LOCATED AT 68 ALFRED ALSTON ROAD**

WHEREAS, the County of Lee owns certain non-vacant property located at 68 Alfred Alston Road, PIN number 9665-26-0572-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1276, Page 802, 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 \$16,300.00; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$ 5,324.97; 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 \$5,400.00, plus any advertising costs;

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on October 2, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on October 7, 2023 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, Yi Zhang submitted a qualifying upset bid on October 13, 2023 in the amount of \$6000.00, and the clerk advertised the first upset bid in *The Sanford Herald* on November 10, 2023; and,

WHEREAS, after no more upset bids were received, the offer of \$6000.00 submitted by Yi Zhang is the final and highest bid received.

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 \$6000.00 from Yi Zhang.

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

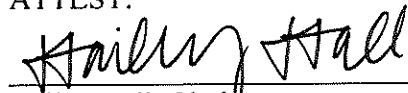
- a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
- b. The property is sold "as is" with no conditions placed on the bid.
- c. Title to the subject property shall be transferred to the buyer by a Non-Warranty deed.
- d. Advertising fees are non-refundable once 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.
- f. Title is taken subject to any easements, encumbrances and encroachments.

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 4<sup>th</sup> day of December, 2023.

  
Kirk D. Smith, Chairman  
Lee County Board of Commissioners

ATTEST:

  
Hailey Hall, Clerk  
Lee County Board of Commissioners





CUSTOMER NAME: Lee County, NC  
CUSTOMER ADDRESS: 106 Hillcrest Drive, Sanford, NC 27331  
CUSTOMER PHONE: 919-718-4660  
CUSTOMER E-MAIL: mbrown@leecountync.gov

## MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. “Activation” means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.





1.6. “Fee” means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. “Products and/or Services” means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

## 2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

### 3. PAYMENT

3.1. **Fees.** Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. **Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

### 4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



**4.2. Termination.** Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

**4.3. Effect of Termination on Fees: EagleView Breach.** In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

**4.4. Effect of Termination on Fees: Customer Breach.** In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

**4.5. Survival.** Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

## **5. CONFIDENTIALITY**

**5.1. Obligations.** Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2. Required Disclosure.** The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

## **6. WARRANTIES**

**6.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

**6.2. EagleView Warranty.** EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

**6.3. Disclaimer.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER



WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

## 7. INDEMNIFICATION

**7.1. EagleView Indemnification.** EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

**7.2. Remedies.** In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

**7.3. Customer Indemnification.** To the extent permitted by applicable law, Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

## 8. LIMITATION OF LIABILITY

**8.1. Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2. Limitation of Liability.** EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED TWO (2) TIMES THE AMOUNT OF FEES PAID OR



PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

## 9. GENERAL PROVISIONS

- 9.1. Export Laws.** The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.
- 9.2. No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 9.3. Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.
- 9.4. Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- 9.5. Security Assessment.** Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).
- 9.6. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.
- 9.7. Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.
- 9.8. Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving



its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

Signature: Robert Locke  
Robert Locke (Nov 22, 2023 14:06 EST)

Signature: [Handwritten Signature]

Name (Print): Robert Locke

Name (Print): KIRK D. SMITH

Title: President

Title: CHAIRMAN

Date: Nov 22, 2023

Date: DECEMBER 4, 2023



**EXHIBIT A  
ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): \_\_\_\_\_

TERM (DURATION): Two years

<b>ORDER #</b>
LC-10004120

<b>BILL TO</b>
Michael Brown, Tax Administrator
106 Hillcrest Drive
Sanford, NC 27330
Email: mbrown@leecountync.gov
Phone: 919-718-5424

<b>SHIP TO</b>
Michael Brown, Tax Administrator
106 Hillcrest Drive
Sanford, NC 27330
Email: mbrown@leecountync.gov
Phone: 919-718-5424

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>REFRESH FREQUENCY</b>
A1274356	JWilson	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
287	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> <li>• GSD: 2in</li> <li>• Refresh Frequency: 2-Year Refresh</li> <li>• Start Year 2025</li> </ul>
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh ("Transferred Deliverables"). Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
35000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery



		<p>source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <ul style="list-style-type: none"> <li>• Refresh Frequency: 2-Year Refresh</li> </ul>
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
12	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

**FEES**

Due at Initial Activation of Services	\$63,156.25
Due at First Anniversary of Initial Activation of Services	\$63,156.25

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source sixty (60) days prior to commencement of a subsequent refresh;
- b. The County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated.
- c. No act or omission by the County which is attributable to the non-appropriation of funds shall constitute a breach or default under this contract.
- d. Customer shall not activate this provision for convenience or to circumvent the contract but only as an emergency fiscal measure during a substantial fiscal crisis which affects governmental operations.
- e. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement for the fiscal year of appropriation have been paid by Customer. In the event the funds are not appropriated within eighteen months or by the end of the contract date, whichever is sooner, either party may terminate the contract with written notice to the other party.
- f. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.
- g. In the event of a change in Lee County's statutory authority, mandate or mandated functions by the state or federal legislature or by regulatory action which hinders or prohibits the County's authority to continue its obligations under this contract, this contract shall terminate automatically upon written notice to EagleView.





## PRODUCT PARAMETERS

### Disaster Response Program (“DRP”)

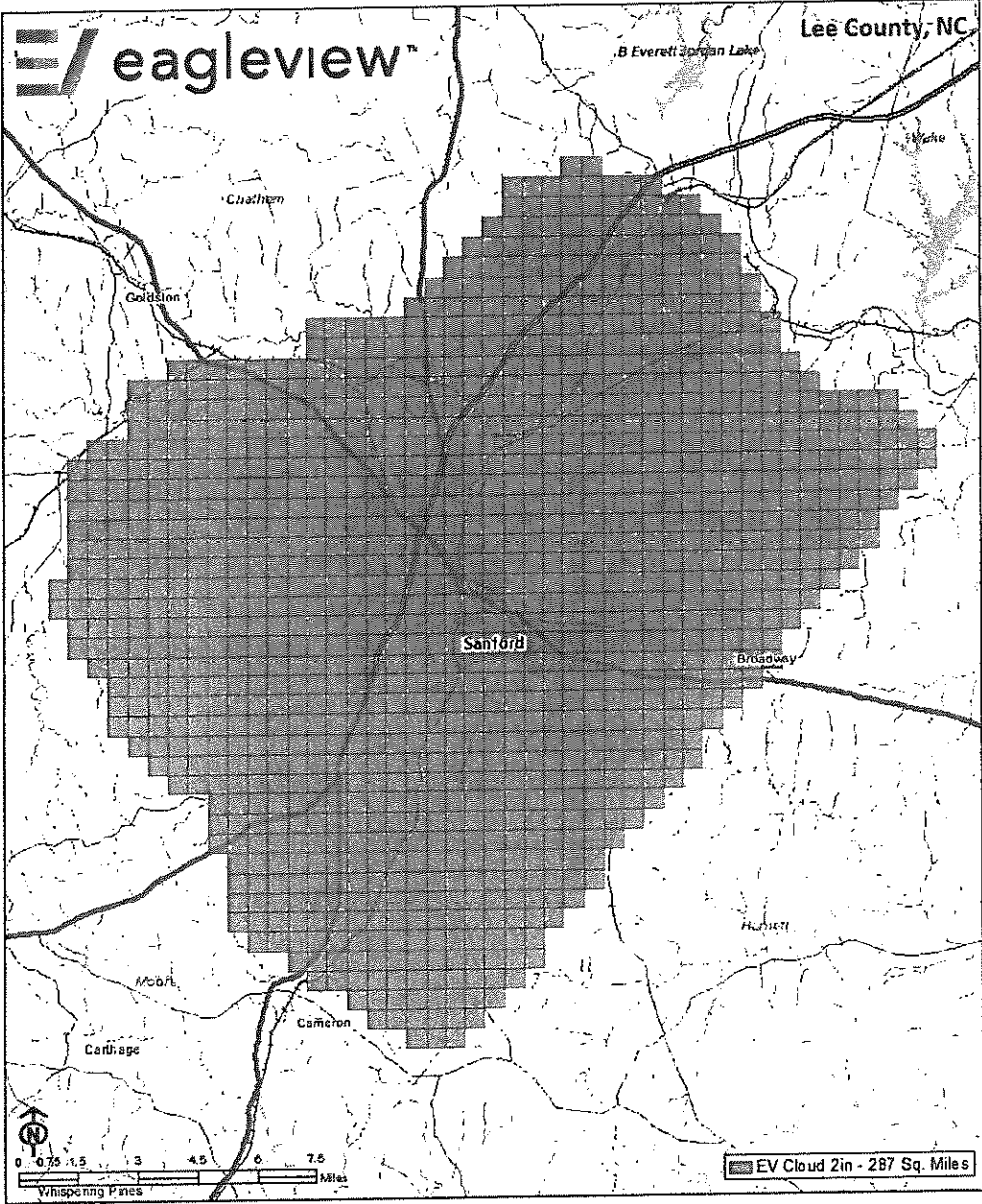
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: Robert Locke  
Robert Locke (Nov 22, 2023 14:06 EST)

Name: Robert Locke

Title: President

Date: Nov 22, 2023

By: [Handwritten Signature]

Name: KIRK D. SMITH

Title: CHAIRMAN LEE COUNTY COMMISSION

Date: DECEMBER 4, 2023

**EXHIBIT B****SECURITY****1. Definitions.**

- 1.1 "Controls Report" means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 "Critical Issue" means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 "Highly Sensitive Information" means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 "Security Incident" means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 "Subcontractor" means a subcontractor of EagleView.

**2 Security Compliance.** EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

**3. Data Security.** EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

**4. Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:

- 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
- 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
- 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
- 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

**5. Information Security Program.** Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
- 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. **Vulnerability Management.** EagleView will:
  - 6.1 Maintain an asset management process covering hardware and software.
  - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
  - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
  - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
  - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
  - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
  - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
  - 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
  - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

10. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
11. **Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: Eagleview

COUNTY DEPARTMENT: Tax Dept.

SUBJECT OF CONTRACT: Software

DATE/TERM OF CONTRACT: 2 years

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

**Non-Discrimination in Employment.** The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

For the CONTRACTOR: Robert Locke Title: President  
Robert Locke (Nov 22, 2023 14:06 EST)

For LEE COUNTY: Kim D. Smith Title: CHAIRMAN LEE COUNTY COMMISSION

Revised 11-9-15









# NC Lee County\_EagleView Master Services Agreement w Customer Addendum\_11-22-23

Final Audit Report

2023-11-22

Created:	2023-11-22
By:	Moria Story (Moria.Story@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAmpYDk8-7ORgM42cZF2gpKILi8N4N1GSJ

## "NC Lee County\_EagleView Master Services Agreement w Customer Addendum\_11-22-23" History

-  Document created by Moria Story (Moria.Story@eagleview.com)  
2023-11-22 - 6:49:43 PM GMT
-  Document emailed to bob.locke@eagleview.com for signature  
2023-11-22 - 6:53:15 PM GMT
-  Email viewed by bob.locke@eagleview.com  
2023-11-22 - 7:03:54 PM GMT
-  Signer bob.locke@eagleview.com entered name at signing as Robert Locke  
2023-11-22 - 7:05:59 PM GMT
-  Document e-signed by Robert Locke (bob.locke@eagleview.com)  
Signature Date: 2023-11-22 - 7:06:01 PM GMT - Time Source: server
-  Agreement completed.  
2023-11-22 - 7:06:01 PM GMT



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: LISA MINTER, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:# 12/04/23/07  
 DATE: December 04, 2023

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Emergency Management	1100-3436-32800	NC Division of Emergency Management	149,942	109,419	259,361
Senior Services	1100-3582-34640	SHIP Grant	-	11,237	11,237
TOTAL CHANGES				120,656	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Emergency Management	1100-4371-46413	Technology Equipment \$5,000 & >	104,000	105,873	209,873
Emergency Management	1100-4371-43300	Maintenance Equipment	15,567	1,200	16,767
Emergency Management	1100-4371-46416	Technology Equipment < \$500	15,567	2,346	17,913
Senior Services	1100-5826-43530	Advertising	9,839	6,900	16,739
Senior Services	1100-5826-44660	Program Supplies	55,369	2,000	57,369
Senior Services	1100-5826-43540	Printing	6,800	600	7,400
Senior Services	1100-5826-43410	Travel	4,750	500	5,250
Senior Services	1100-5826-44100	Office Supplies	8,900	737	9,637
Senior Services	1100-5826-46415	Equipment < \$500	3,654	300	3,954
Senior Services	1100-5826-46416	Technology Equipment < \$500	5,204	200	5,404
TOTAL CHANGES				120,656	

*Kirk Smith*  
 KIRK SMITH, CHAIR

*Hailey Hall*  
 HAILEY HALL, CLERK TO THE BOARD





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

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

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

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$26,738.50; and,

WHEREAS, the Lee County Board of Commissioners passed a Resolution setting the minimum bid for the property at \$26,738.50 on August 21, 2023; 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 Roy Campbell ("Offeror") to purchase the property described above in the amount of \$26,738.50, plus any advertising costs, a copy of which is attached hereto; and,

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

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of Roy Campbell; and,

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

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

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10<sup>th</sup> day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
9. The terms of the final sale are as follows:
  - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
  - b. The property is sold "as is" with no conditions placed on the bid.
  - c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
  - d. Advertising fees are non-refundable once spent.
  - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.

f. All property is sold subject to any deed restrictions, encroachments or easements.

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

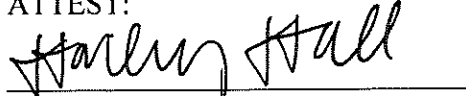
11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey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

Dated this the 4<sup>th</sup> day of December 2023.



Kirk D. Smith, Chair  
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk  
Lee County Board of Commissioners





**RESOLUTION AUTHORIZING THE SALE OF PROPERTY  
LOCATED AT 0 BREEZEWOOD ROAD**

WHEREAS, the County of Lee owns certain vacant property located at 0 Breezewood Road, PIN number 9677-05-6583-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 601, Page 233, 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 \$7,500.00; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$434.67; 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 Earnest L. Shannon ("Offeror") to purchase the property described above in the amount of \$700.00, 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 November 20, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on November 22, 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 Earnest L. Shannon is the final and highest bid received.

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

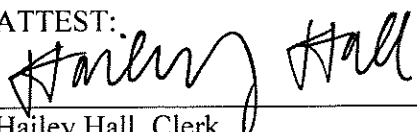
NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby accepts the offer of \$700.00 from Earnest L. Shannon.
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.
  - f. All property is sold subject to any deed restrictions, encroachments or easements.
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 4<sup>th</sup> day of December 2023.

  
Kirk D. Smith, Chairman  
Lee County Board of Commissioners

ATTEST:

  
Hailey Hall, Clerk  
Lee County Board of Commissioners



STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.#

COUNTY OF WAKE

56-6000313

**N.C. Parks and Recreation Trust Fund Accessibility for Parks (AFP) Project Agreement**

**Grantee:** Lee County

**Grantee Address and Contact Information:** PO Box 1968, Sanford, NC 27331  
919-775-2107 or jkeel@leecountync.gov

**Grantee Fiscal Year End Date:** June 30

**Grant Award Date:** March 3, 2023

**Project Number:** 2023-1053

**Project Title:** OT Sloan Accessibility Project

**Period Covered by This Agreement:** 6/1/2023 to 5/31/2026

**Project Scope (Description of Project):** Development includes Pavilion / Restroom Renovations, Seat / Retaining Wall, Playground and surfacing, Playground Entry Gates, Sidewalk (4500 Sq Ft), Pavilion Plaza (460 Sq Ft), Parking Striping for handicapped spaces (1 ), Parking Improvements, Landscaping, Site Preparation, Lighting, Site furnishings, Fencing (450 Lin. Ft.), Planning Costs, Contingency

<b>Project Costs:</b>	<b>AFP Grant Award Amount</b>	<b><u>\$ 412,109</u></b>
	<b>Local Government Match</b>	<b><u>\$ 100,000</u></b>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Lee County (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for the construction of new facilities or adaptation of existing facilities that meet the unique needs of children and veterans with disabilities. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), Section 14.8 of N.C. Session Law 2021-180 authorizing the Accessibility for Parks ("AFP") grant program and funding, and the AFP grant application, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

**Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping**

1. The AFP grant amount must be matched on a dollar-for-dollar basis or at least one dollar of funding provided by the Grantee



## **N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

for every five dollars of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the AFP grant award amount for the Project outlined on page 1 of this Agreement.

2. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
3. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
4. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
5. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
6. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

### **Section II. Project Execution**

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.

### **N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
  - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
  - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
  - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees to maintain and manage AFP-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
10. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

### **Section III. Project Termination and Applicant Eligibility**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by

## **N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, Section 14.8 of N.C. Session Law 2021-180, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or AFP grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.
6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

### **Section IV. General Terms**

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
  - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
  - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of

**N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
  
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	Joseph Keel Director, Parks and Recreation Lee County PO Box 1968 Sanford, NC 27331 919-775-2107 jkeel@leecountync.gov

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
  
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
  
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
  
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing

## N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.

11. The Grantee certifies that it:
  - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
  - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
  - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

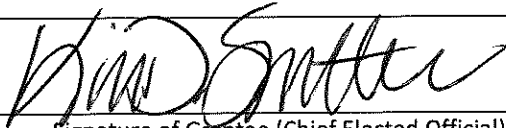
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**N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

**Section V. Attestation and Execution**

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Lee County Government	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Kirk D. Smith	Lee County Board of Commissioners Chairman
Typed or Printed Name of Official	Title of Official
12/4/2023	
Date	

(Notary Public Completes)

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

State of North Carolina

County of

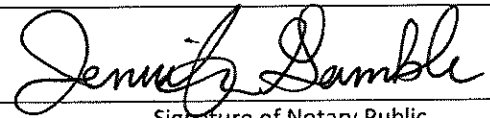
Lee

  
Finance Officer, Lee County

On this 4<sup>th</sup> day of December, 2023, Kirk D. Smith

personally appeared before me the said named Board of Commissioners Chairman, in their capacity as Commissioner/Owner Representative for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: January 16, 2028.

  
Signature of Notary Public

(Seal Here)



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

**N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

North Carolina Department of Natural and Cultural Resources  
D. Reid Wilson, Secretary

**By:**

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Department Head or  
Authorized Agent  
for Secretary Wilson

Title

Date

## N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement

### Attachment A

#### **Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

#### **Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.



**N.C. Parks and Recreation Trust Fund Accessibility for Parks Project Agreement**

**Attachment B**  
**Scope of Work**

North Carolina Division of Parks and Recreation  
Parks and Recreation Trust Fund – AFP Grant Program for Local Governments

Grantee: Lee County

Title of Project: OT Sloan Accessibility Project

Project Number: 2023-1053

Contract Number: 2023-1053

Amount of Grant: \$ 412,109

Amount of Match: \$ 100,000

Contact Person for Project: Joseph Keel

Title: Director, Parks and Recreation

Address: PO Box 1968, Sanford, NC 27331

Telephone: 919-775-2107

Contact email address: jkeel@leecountync.gov

Scope of Project: Development includes Pavilion / Restroom Renovations, Seat / Retaining Wall, Playground and surfacing, Playground Entry Gates, Sidewalk (4500 Sq Ft), Pavilion Plaza (460 Sq Ft), Parking Striping for handicapped spaces (1 ), Parking Improvements, Landscaping, Site Preparation, Lighting, Site furnishings, Fencing (450 Lin. Ft.), Planning Costs, Contingency

Length of Project: 36 months (6/1/2023 through 5/31/2026)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Lee County grant application and supporting documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.



**Solicitation Number: RFP #010521**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their



respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

### **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

### 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

### 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

### 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any



agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

BCI Burke Company, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/15/2021 | 10:34 PM CST

DocuSigned by:  
*Doug Pietrowski*  
5E49EAF153C543E...  
By: \_\_\_\_\_  
Doug Pietrowski  
Title: Chief Financial Officer  
Date: 2/15/2021 | 1:06 PM PST

Approved:  
DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/15/2021 | 10:45 PM CST

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: BCI Burke Company, LLC  
Does your company conduct business under any other name? If yes, please state: WI  
Address: 727 Northwest Way  
Fond du Lac, wi 54935  
Contact: Marianne Larson  
Email: mlarson@bciburke.com  
Phone: 920-933-6701  
HST#:

## Submission Details

Created On: Thursday November 12, 2020 10:17:31  
Submitted On: Tuesday January 05, 2021 09:24:22  
Submitted By: Jessica Westphal  
Email: jwestphal@bciburke.com  
Transaction #: 496579f6-aad4-4995-b61d-21d352c781ce  
Submitter's IP Address: 24.196.128.114

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# Fiscal Year 2023 Financial Update

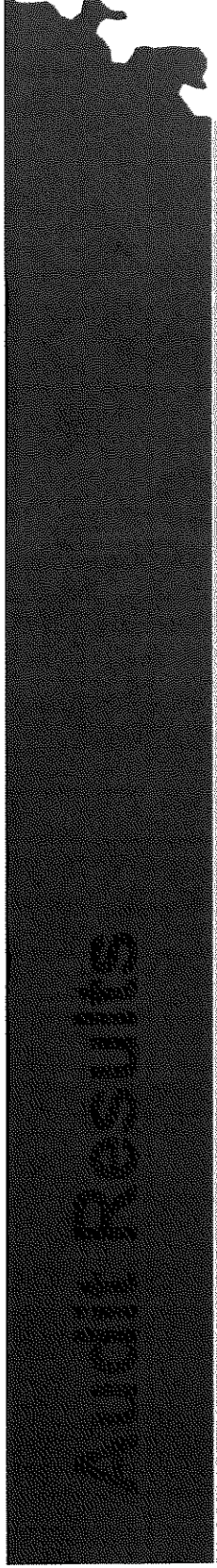
Candace Icceman

*Board of Commissioners Meeting*

December 4, 2023

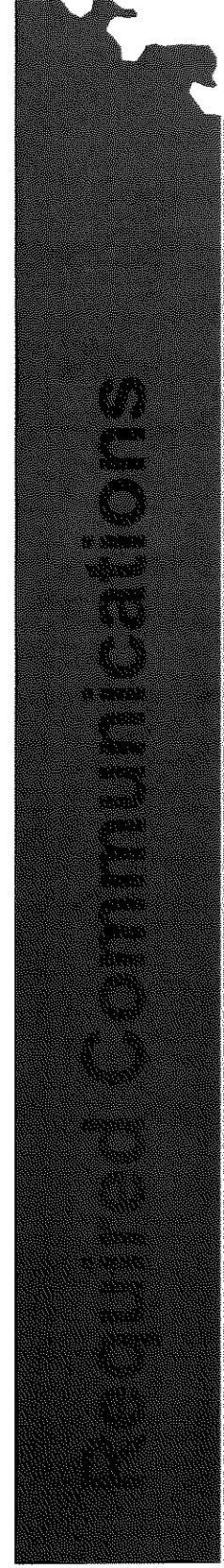


**LEE COUNTY GOVERNMENT**



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

# Required Communications



LEE COUNTY GOVT  
NORTH CAROLINA

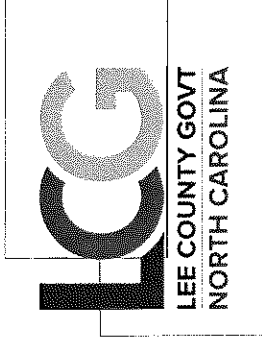
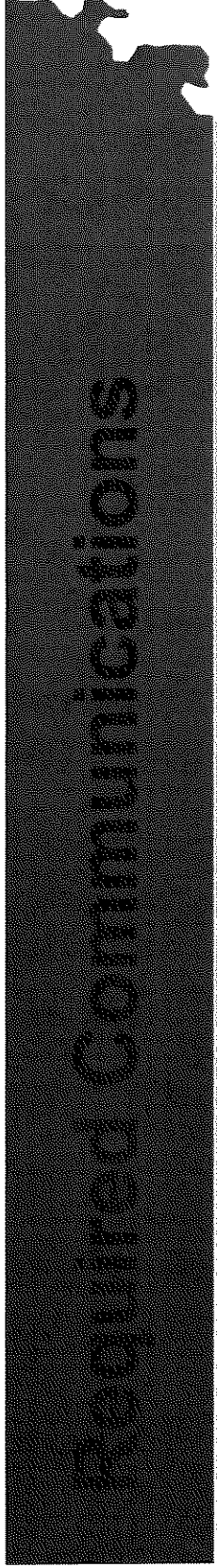
- Unmodified Opinion (“clean report”)
- New Accounting Pronouncements adopted – GASB 96 “Subscription Based Information Technology Agreements”
- No Difficulties Encountered in Performing the Audit
- No Uncorrected Misstatements or Disagreements with Management

## Required Communications



LEE COUNTY GOVT  
NORTH CAROLINA

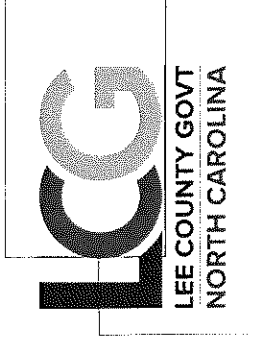
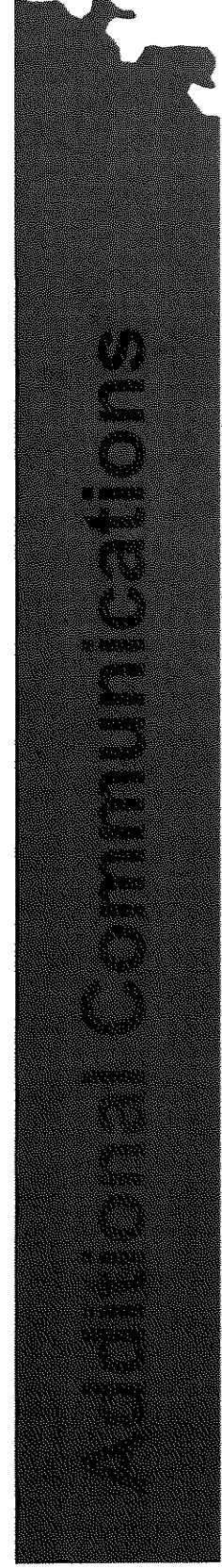
- We were provided with a representation letter dated November 14, 2023.
- Changes in the LGC Review Process
  - No Unit Letters issued
  - Automatically required to respond to FPIC's identified on Data Input worksheet provided by the LGC



- FPIC Indicators that Require Response to the LGC
- None to report for fiscal year ending 6/30/23

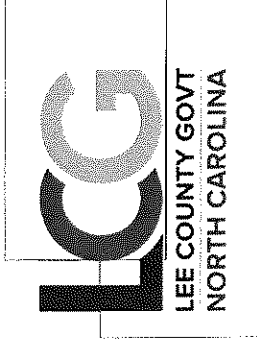
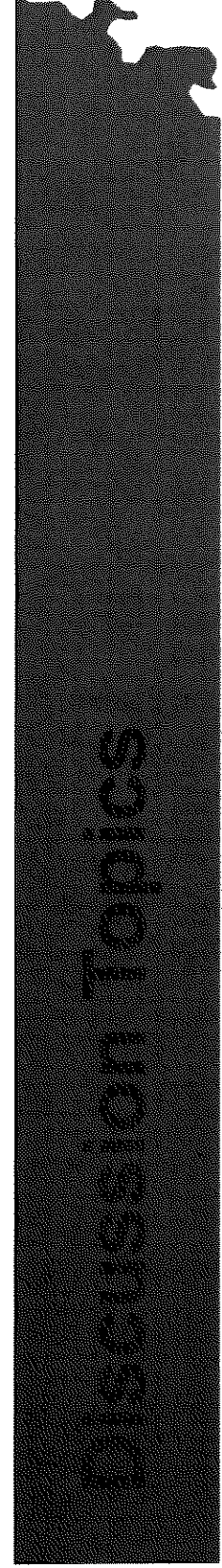


# Additional Communications

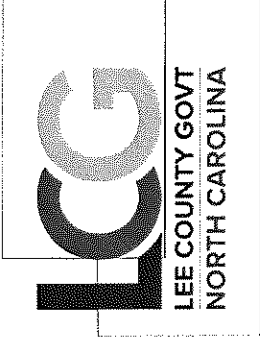
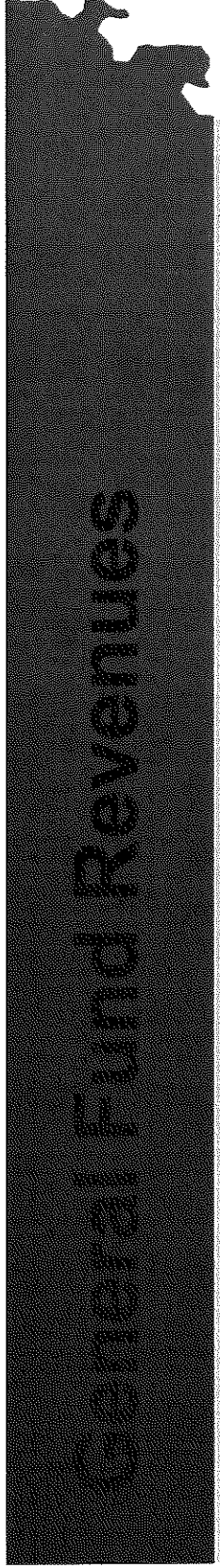


- **Compliance Findings**
  - There were technical errors noted in our Medicaid testing
    - Technical errors are basically documentation errors
    - No eligibility errors noted
  - You are not required to respond to the LGC concerning the Compliance Findings. Additional descriptions of the errors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

# Discussion Topics

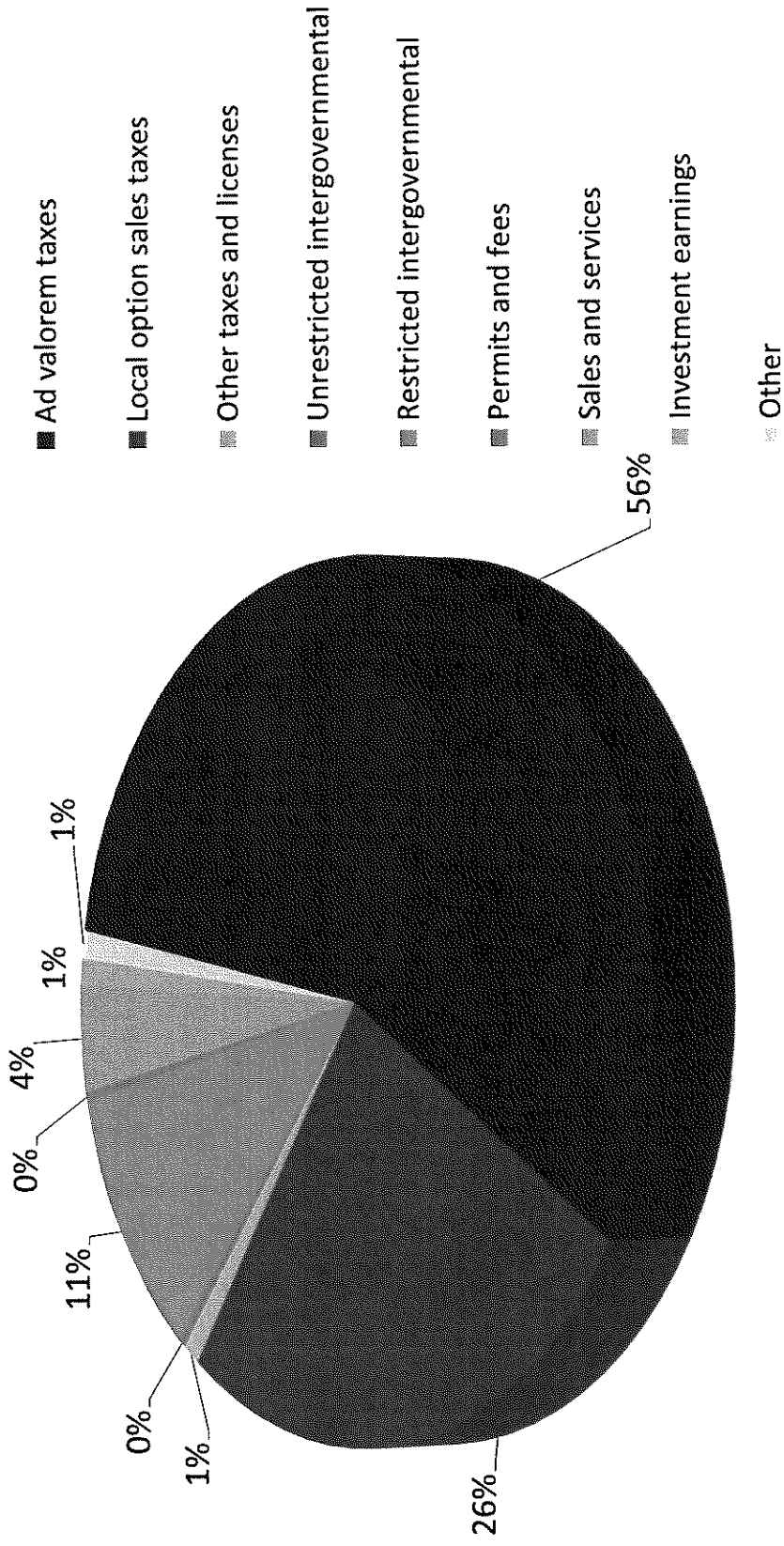


- General Fund Activity
- Fund Balance Position (General Fund)
- Debt Position
- Capital Projects
- Questions

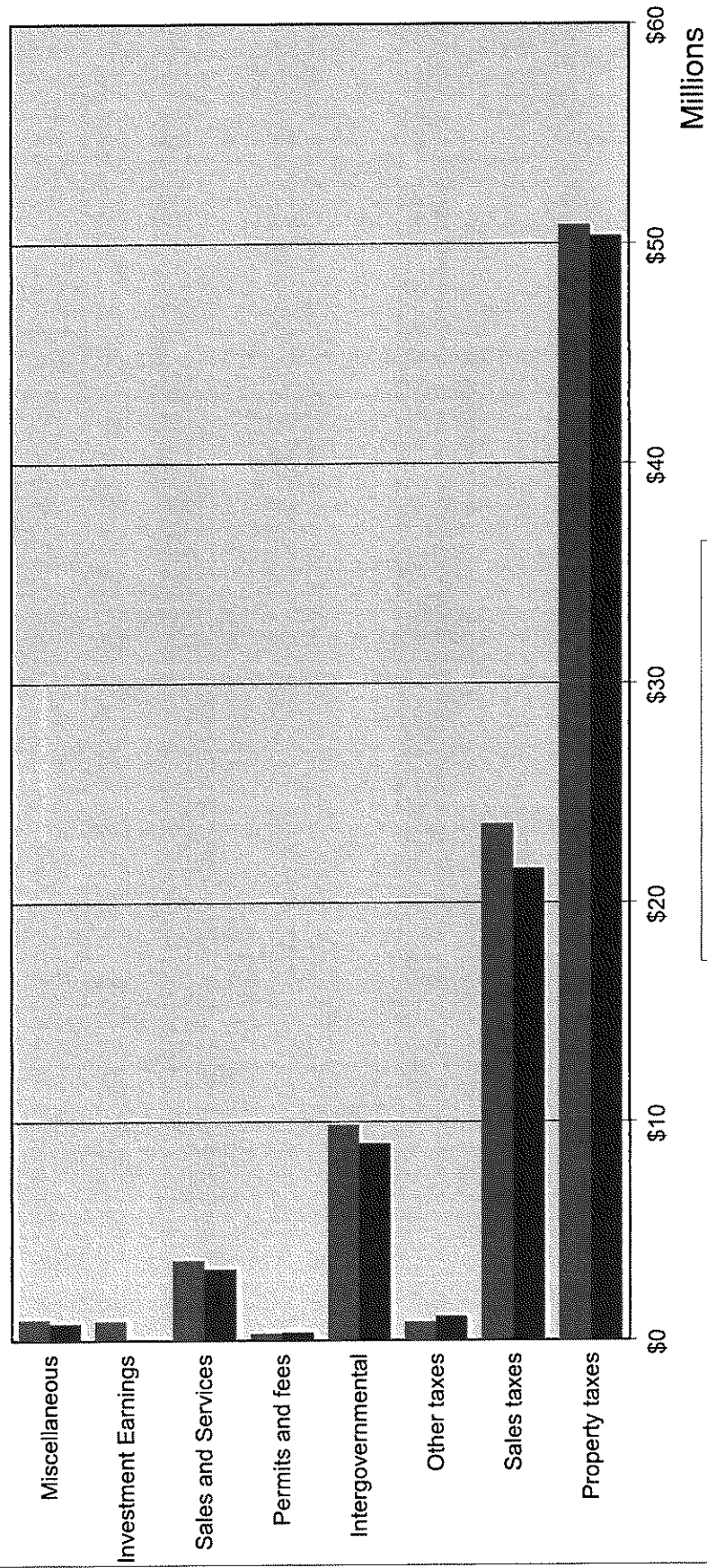


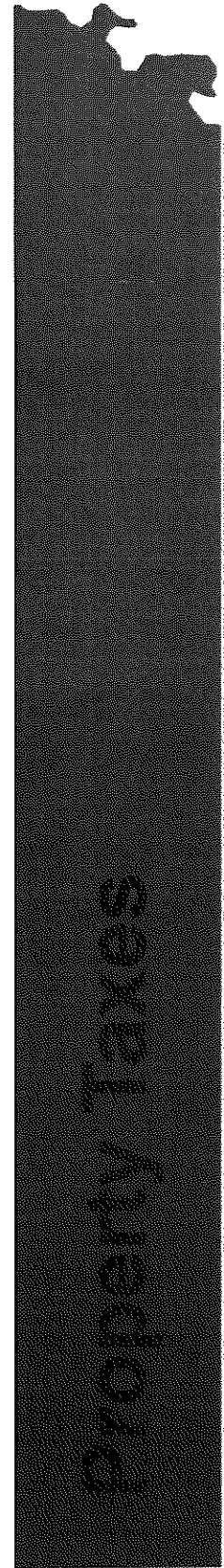
- Revenues and transfers total \$91,407,723
- Increase of 5.24% or \$4,547,573 more than FY 2022

### FY 2023 General Fund Revenues

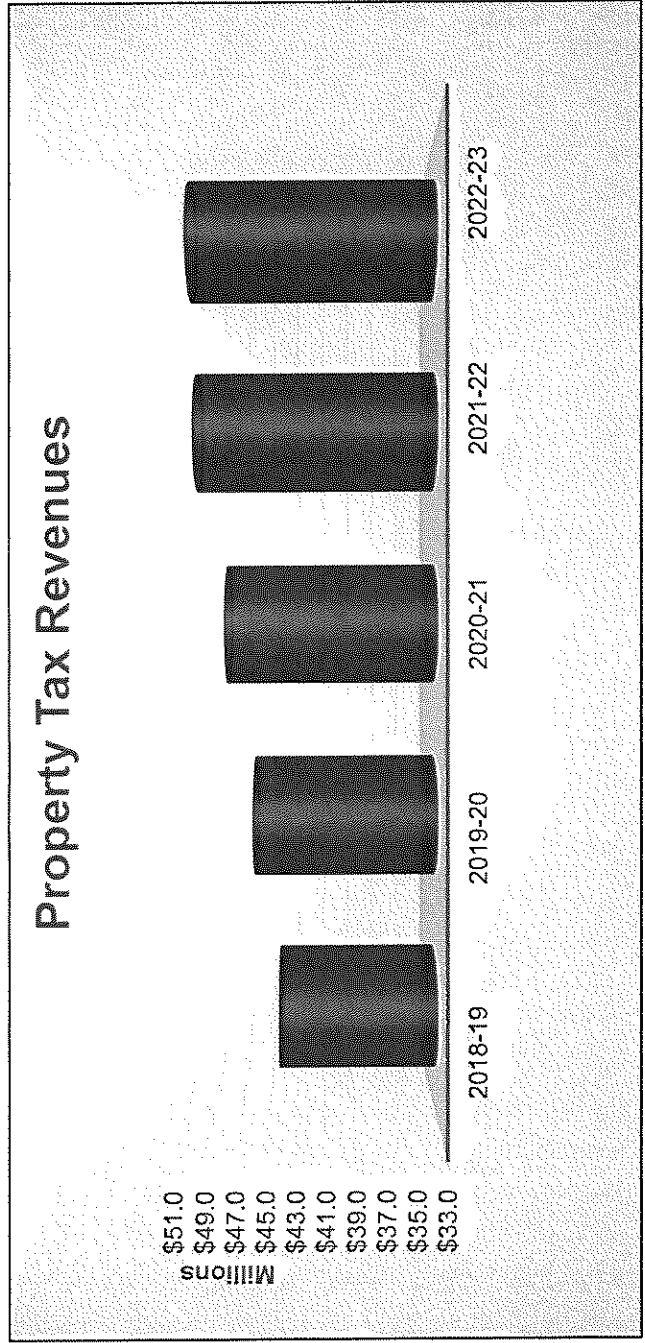


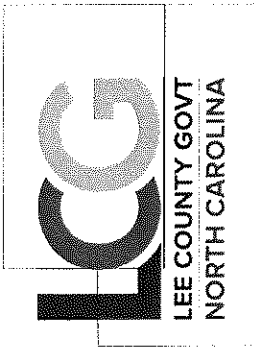
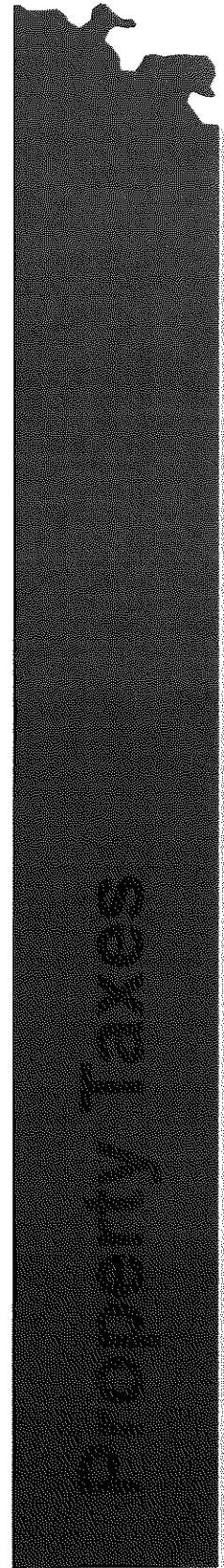
### Revenue Comparison



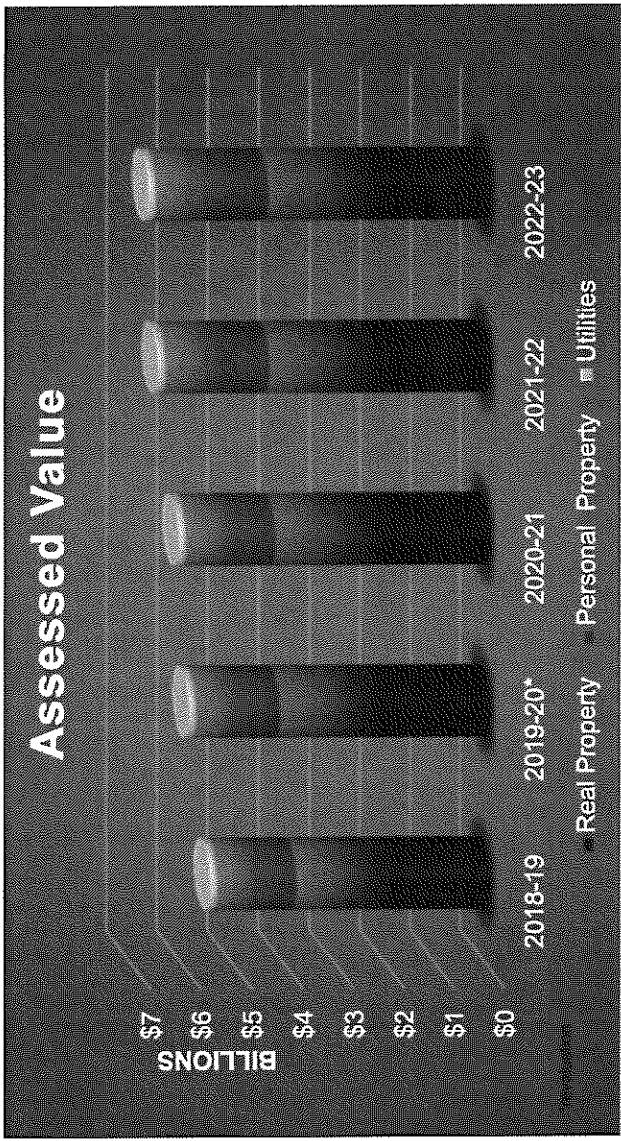


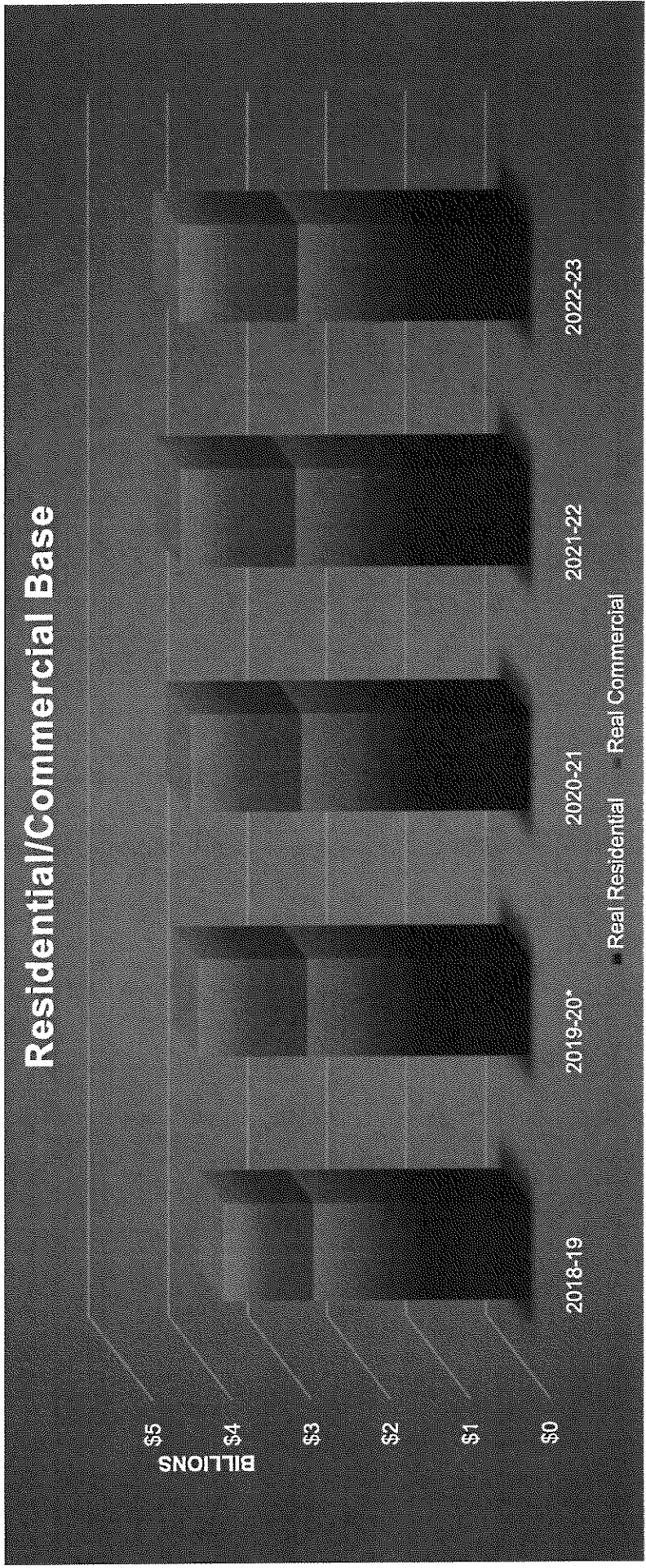
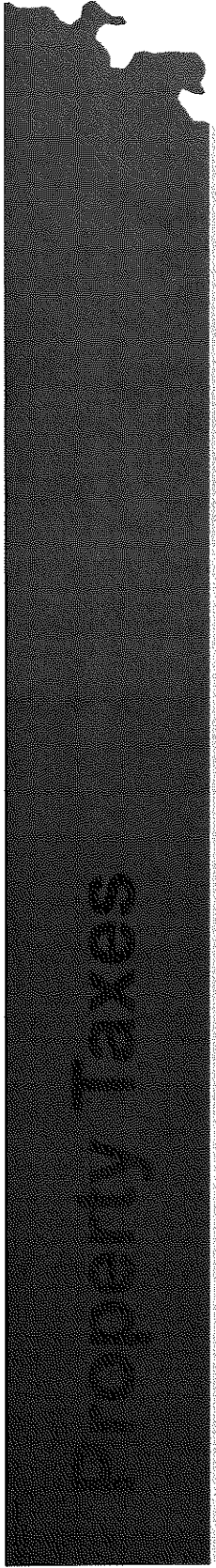
• Property tax revenues = \$50,856,301, a 1% increase above FY 2022



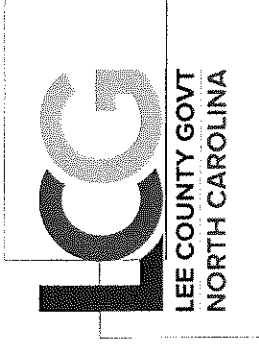
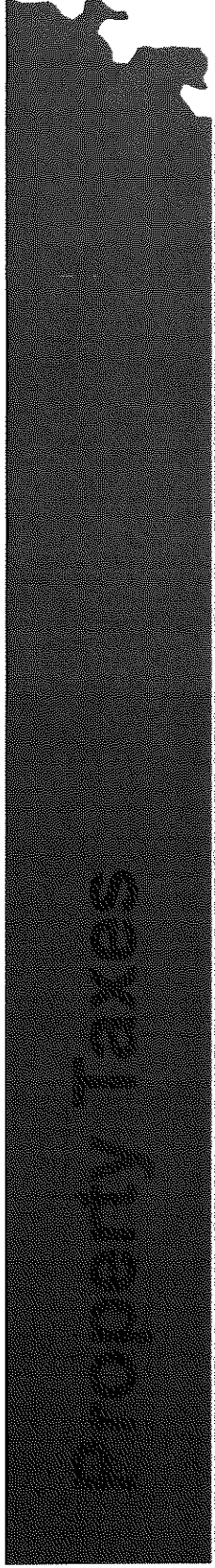


• Assessed value = \$6,773,706,085, an increase of 2.91% from FY 2022







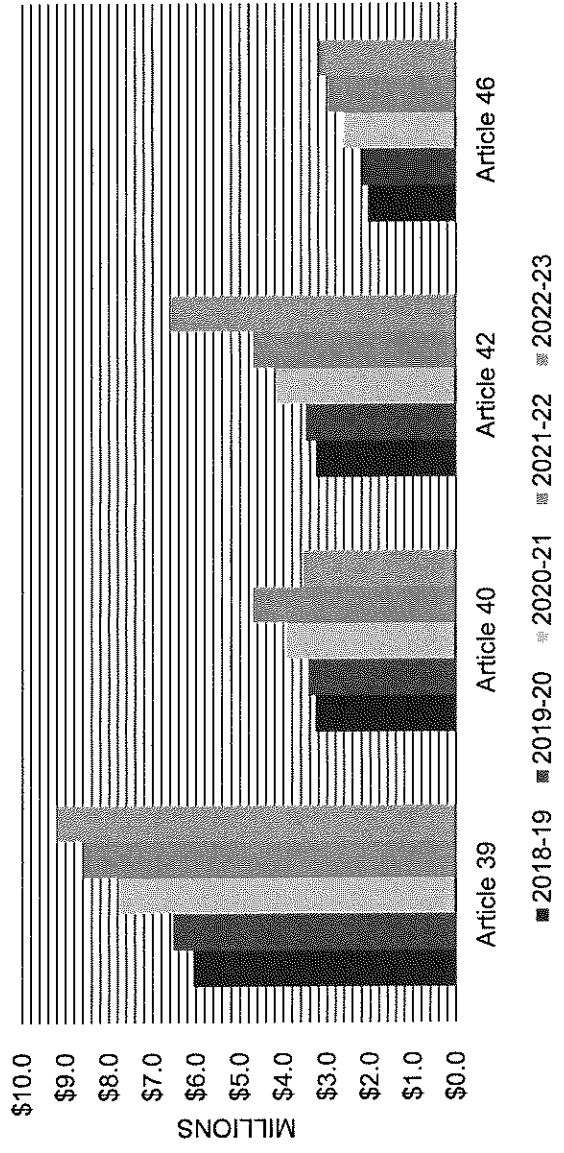


- 99.28% of levy collected
- 99.19% - excluding motor vehicles
- 100.00% - motor vehicles
- Collections exceeded budget by \$1,980,096.

# Sales Taxes



- Sales tax revenue totaled \$22,498,950, a \$1,511,790 increase or 7.2% over FY 2022

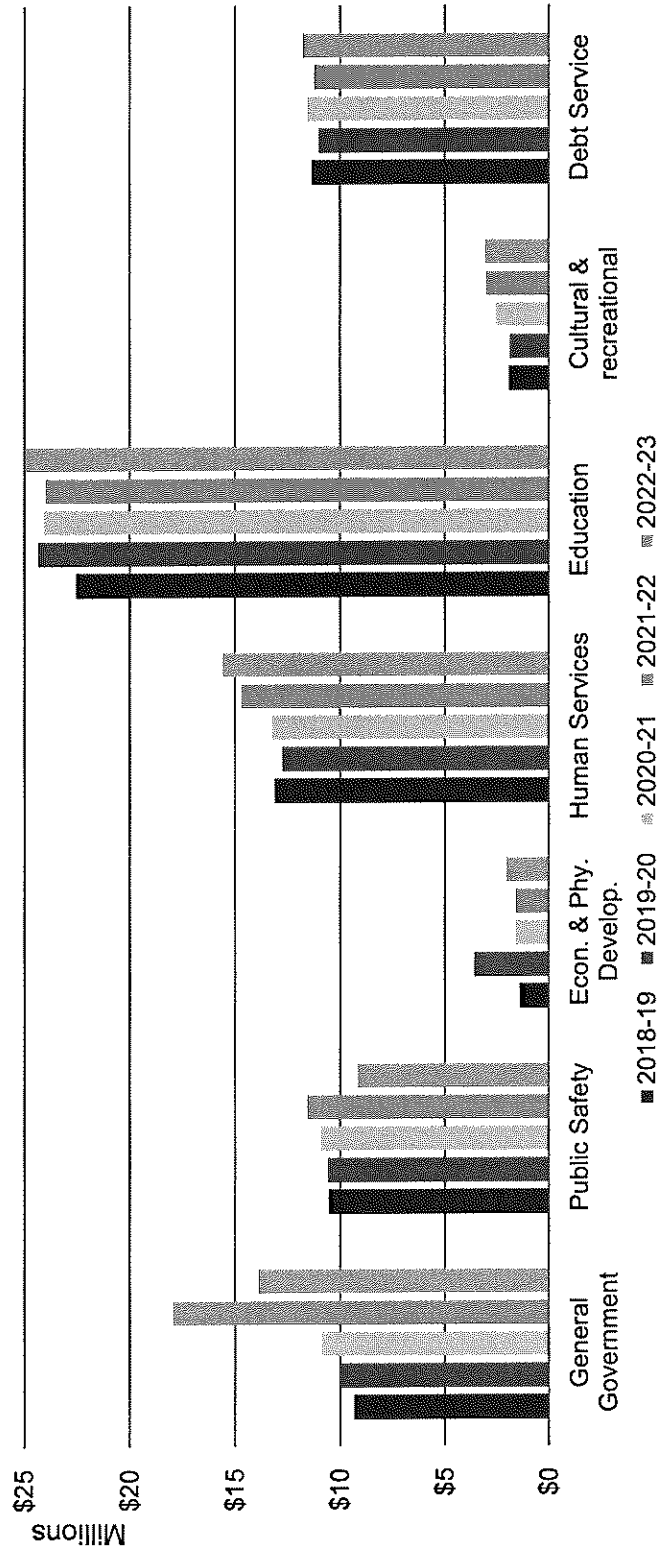
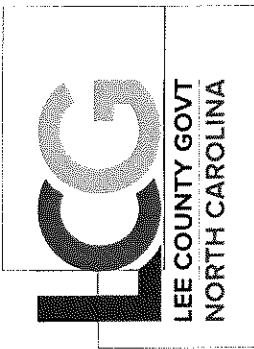


# General Fund Expenditures

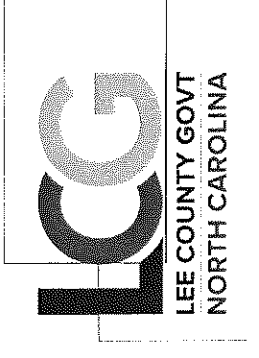


- Expenditures and transfers total - \$87,139,132
- Increase of \$1,425,503 or 1.66% from FY 2022
- Human Services, General Government and Education account for the majority of the County's expenditures.

# Expenditures

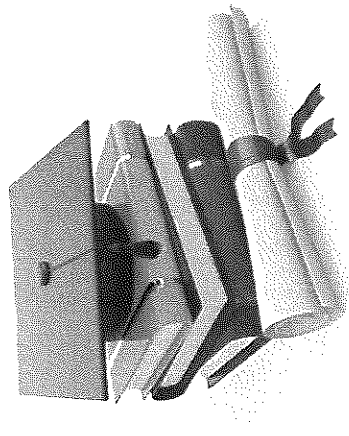


# Education Expenditures

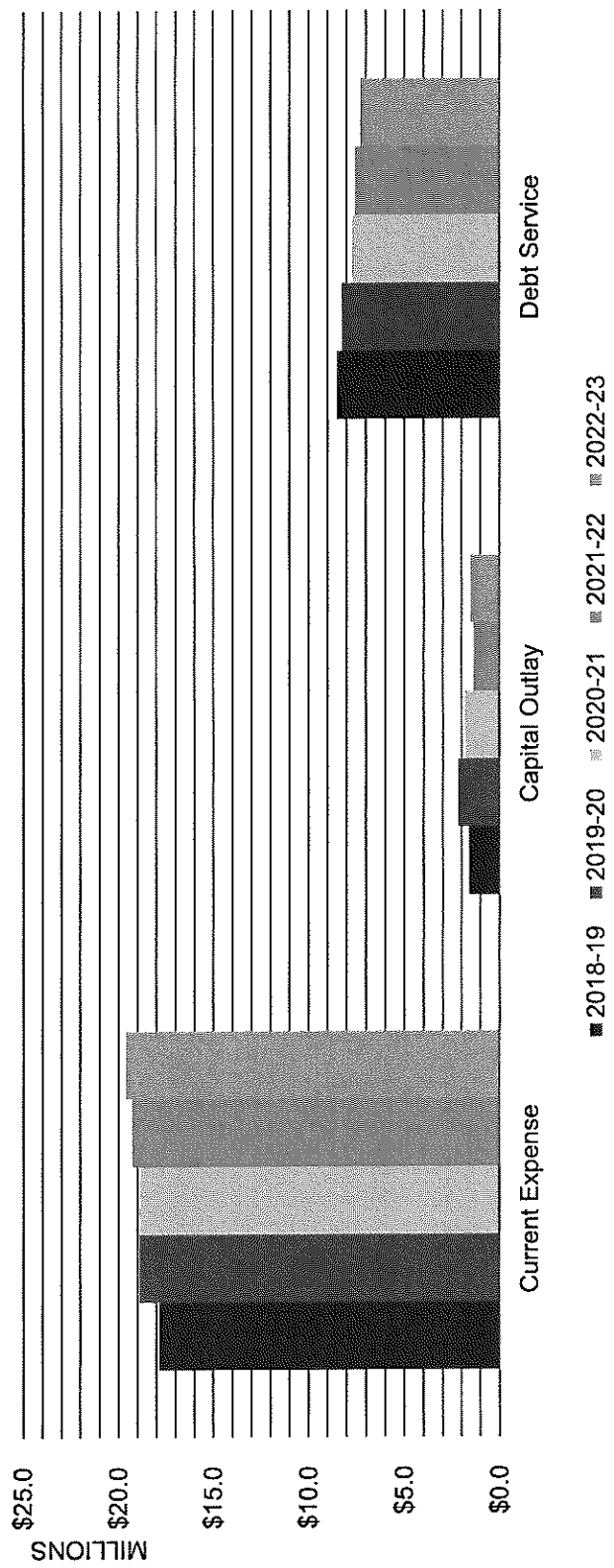


## LCBOE

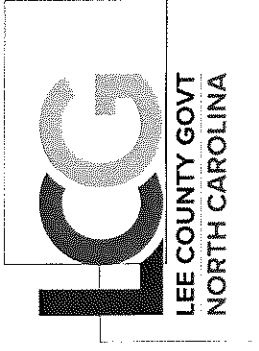
- 32.65% of General Fund (including debt service)
- Current Expense - \$19,610,524
- Capital Outlay - \$1,549,015
- Debt Service - \$7,288,363
- Total expenditures - \$28,447,902



# Education Expenditures

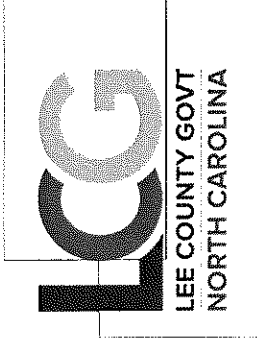
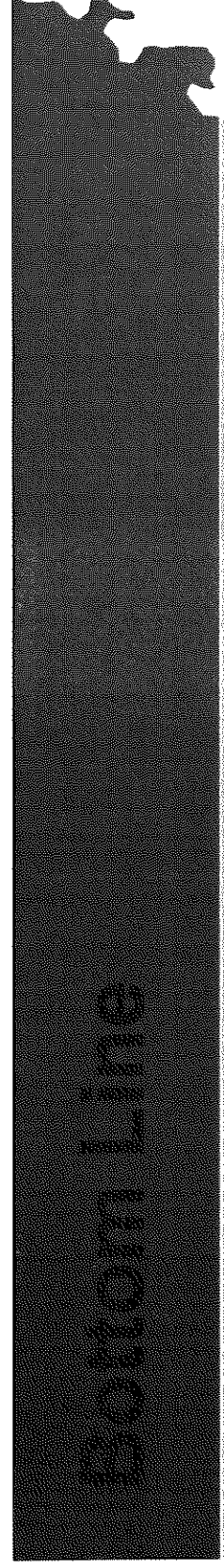


# Education Expenditures



## CCCC

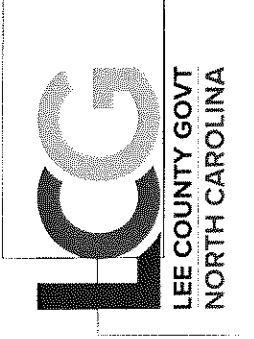
- Current Expense \$3,412,305
- Civic Center \$64,930
- Special Appropriation \$131,740
- Capital Outlay \$100,000
- Moore Center \$920,000
- Debt Service \$9,377,516
- Total \$14,006,491
- 16.07% of General Fund expenditures



▪ Total revenues and transfers	\$ 91,407,723
▪ IT Subscription agreements	\$ 1,572,211
▪ Lease liabilities issued	\$ 9,598
▪ Total expenditures and transfers	<u>\$(87,139,132)</u>
▪ Net change in fund balance	<u>\$ 5,850,400</u>

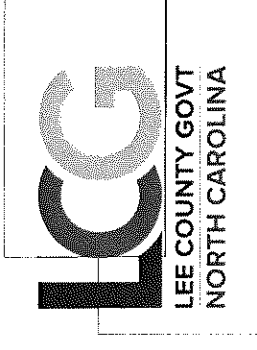


# Fund Balance Appropriated



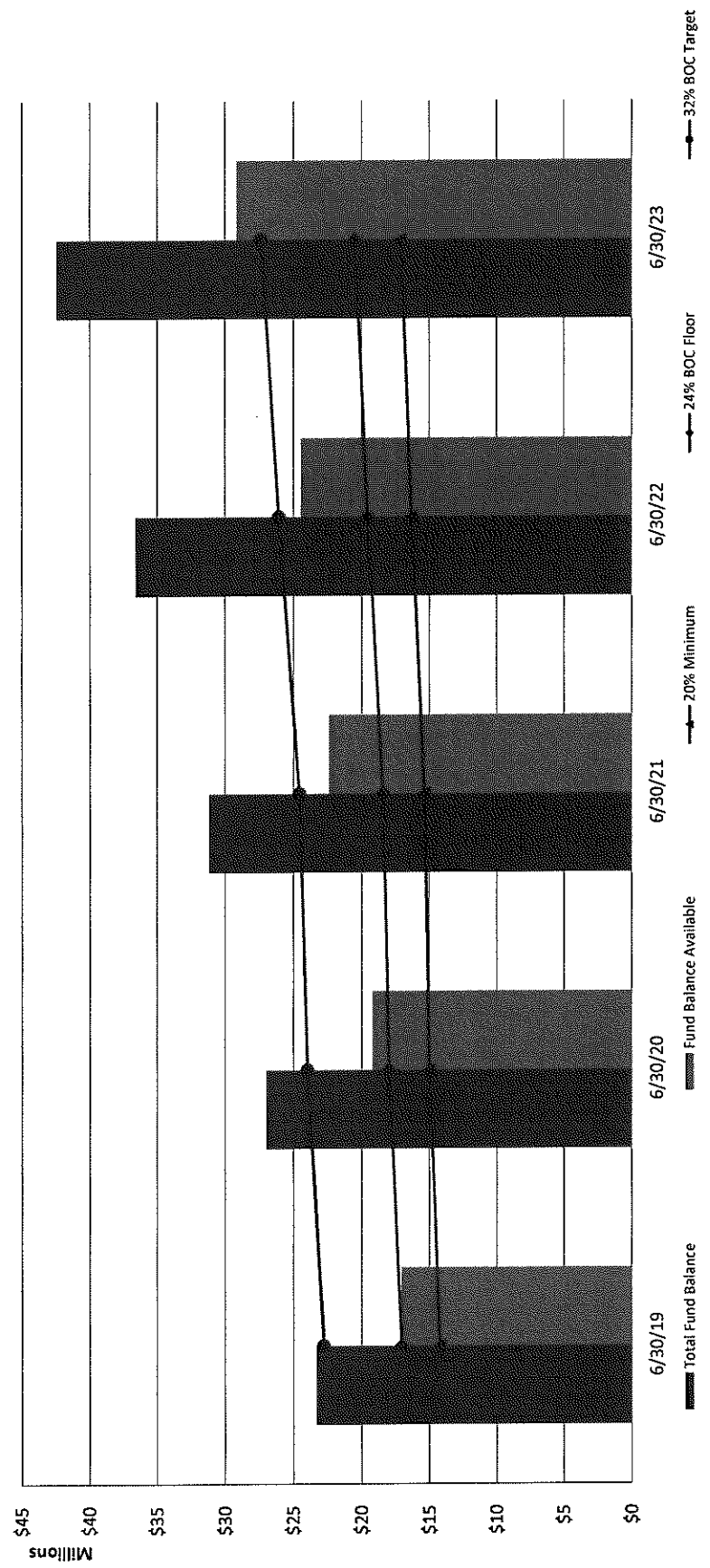
- Fund Balance appropriated in FY 2023-2024 budget **\$3,000,000**
- Additional amount appropriated during FY 2023-2024 **\$1,937,415**
- Total appropriated **\$4,937,415**

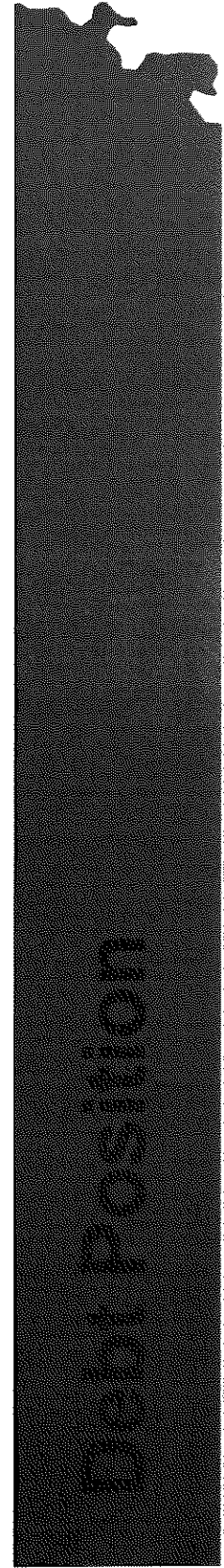
# Fund Balance Summary



- \$29,172,494 Available Fund Balance at 6/30/2023
- Increase of \$4,681,460 from FY 2022
- Our minimum is 20% of General Fund Expenditures.
- The median for our group for 6/30/21 was 42.52%.
- At 34.10%, we have exceeded the Board's goal of 32%.

# Fund Balance History



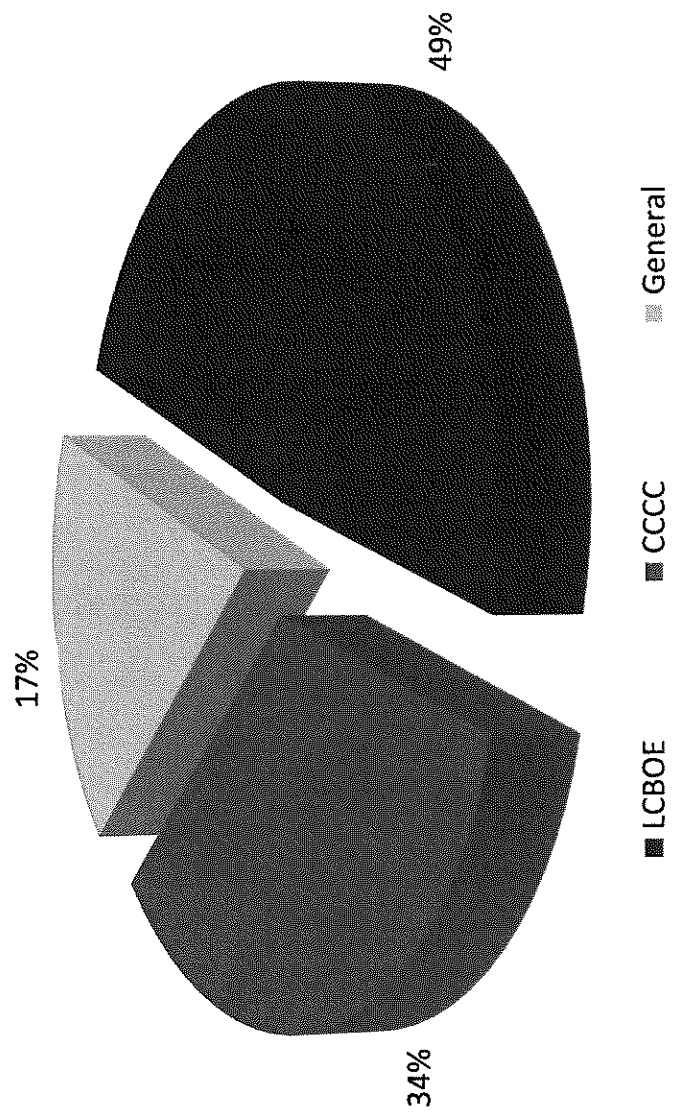


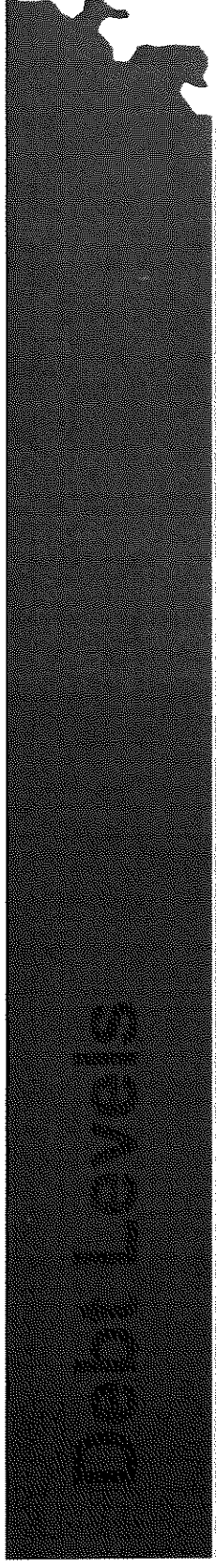
# Debt Position



- Outstanding debt @ 6/30/2023 - \$72,660,814
- Debt evidenced by:
  - COPs/LOBs \$43,964,000
  - Installment Notes \$12,596,814
  - General Obligation Bonds \$16,100,000

# Outstanding County Debt



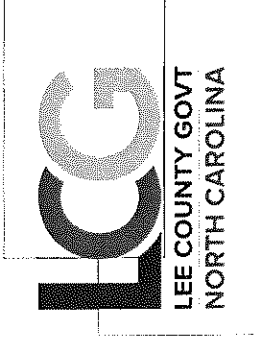
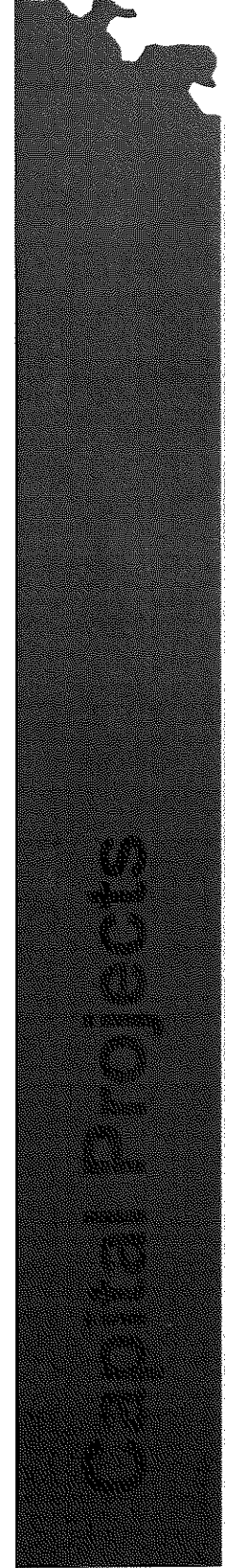


- Actual debt service payments = 14.30% of General Fund Expenditures for FY 2023 (15.0% financial policy maximum)
- Outstanding debt = 1.15% of total assessed value for FY 2023 (2.0% financial policy maximum)

# State Audit & Grants



- Grant funds managed \$174,948,617
- Funds received by the County \$ 16,569,486
- Direct Vendor Payments \$158,379,131
- Programs Audited
  - Medical Assistance Program
  - Coronavirus State and Local Fiscal Recovery Fund
  - Supplemental Nutrition Assistance Program
  - Public School Building Capital Fund – Lottery Proceeds
  - Office of State Budget & Management – Special Appropriation



■ **Courthouse Complex Renovations**

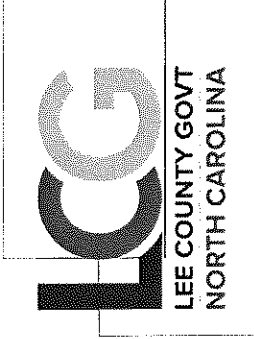
- Revenues and other financing sources      \$5,025,931
- Expenditures & other financing uses      3,570,452
- Funds remaining      \$1,455,479

■ **Park Improvements**

- Revenues and other financing sources      \$2,140,131
- Expenditures & other financing uses      998,678
- Funds remaining      \$1,141,453



# Capital Projects

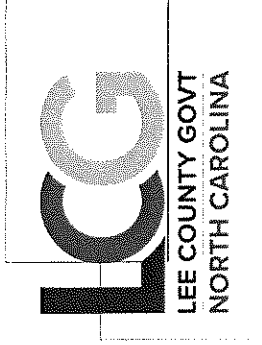
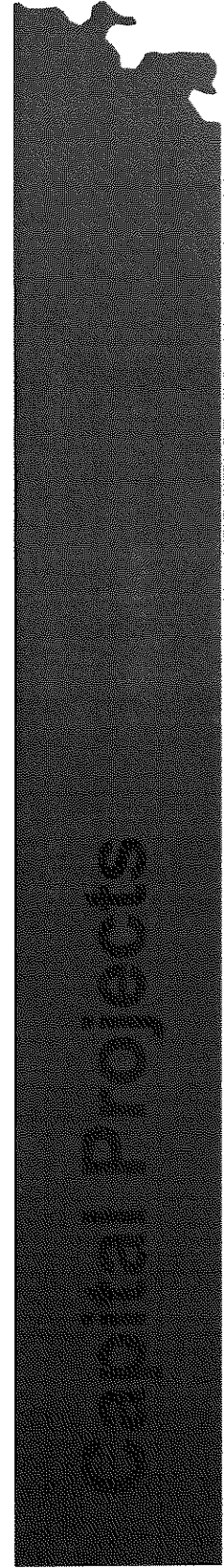


## ■ LCGC Renovations

- Revenues and other financing sources \$4,865,257
- Expenditures 4,643,232
- Funds remaining \$ 222,025

## ■ CCCC Library/Lee Early College Reno/Addition

- Revenues and other financing sources \$7,720,070
- Expenditures 8,314,943
- Funds remaining \$ (594,873)

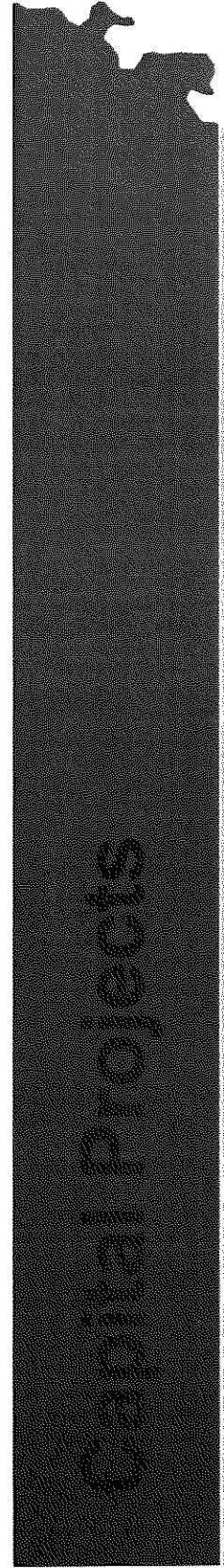


■ Lee County Government Library Fund

- Revenues and other financing sources \$2,000,000
- Expenditures & other financing uses 513,558
- Funds remaining \$1,486,442

■ Bob Hales Recreation Center Fund

- Revenues and other financing sources \$ 664,496
- Expenditures 332,429
- Funds remaining \$ 332,067



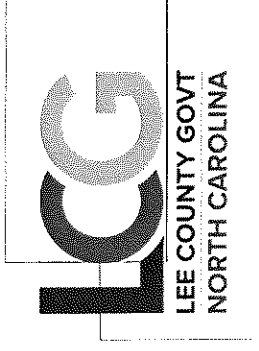
■ **Historic Courthouse Repairs Fund**

■ Revenues and other financing sources	\$ 66,763
■ Expenditures	<u>13,143</u>
■ Funds remaining	<u>\$ 53,620</u>

■ **Multi-Sport Complex Project**

■ Revenues and other financing sources	\$ -
■ Expenditures	<u>3,868,139</u>
■ Funds remaining	<u>\$(3,868,139)</u>

# Capital Projects

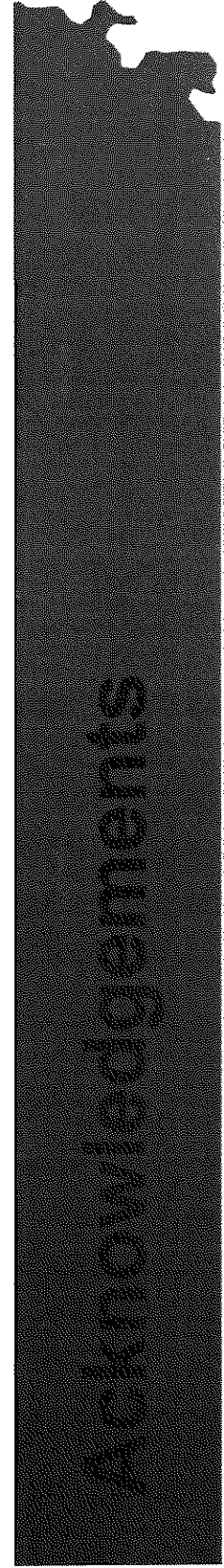


## ■ Kiwanis Children's Park Renovation Fund

■ Revenues and other financing sources	\$ 349,573
■ Expenditures	<u>30,736</u>
■ Funds remaining	<u>\$ 318,837</u>

## ■ Temple Park Phase II Fund

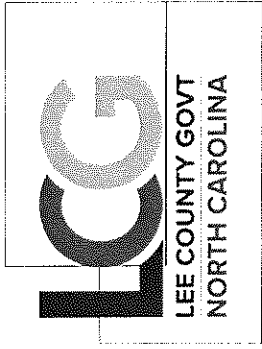
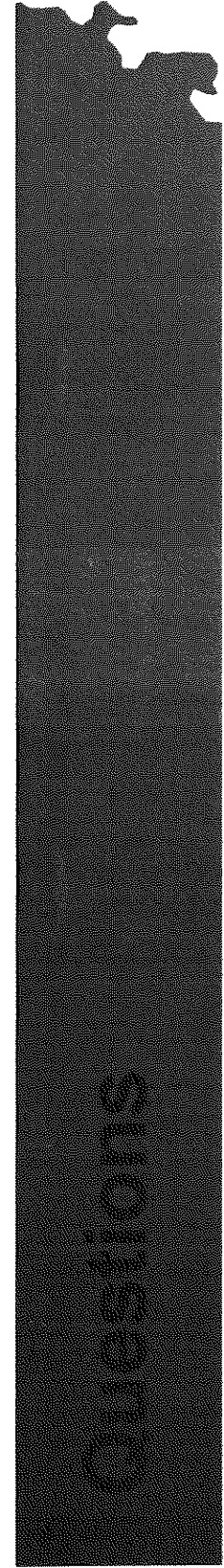
■ Revenues and other financing sources	\$ 316,643
■ Expenditures	<u>3,075</u>
■ Funds remaining	<u>\$ 313,568</u>



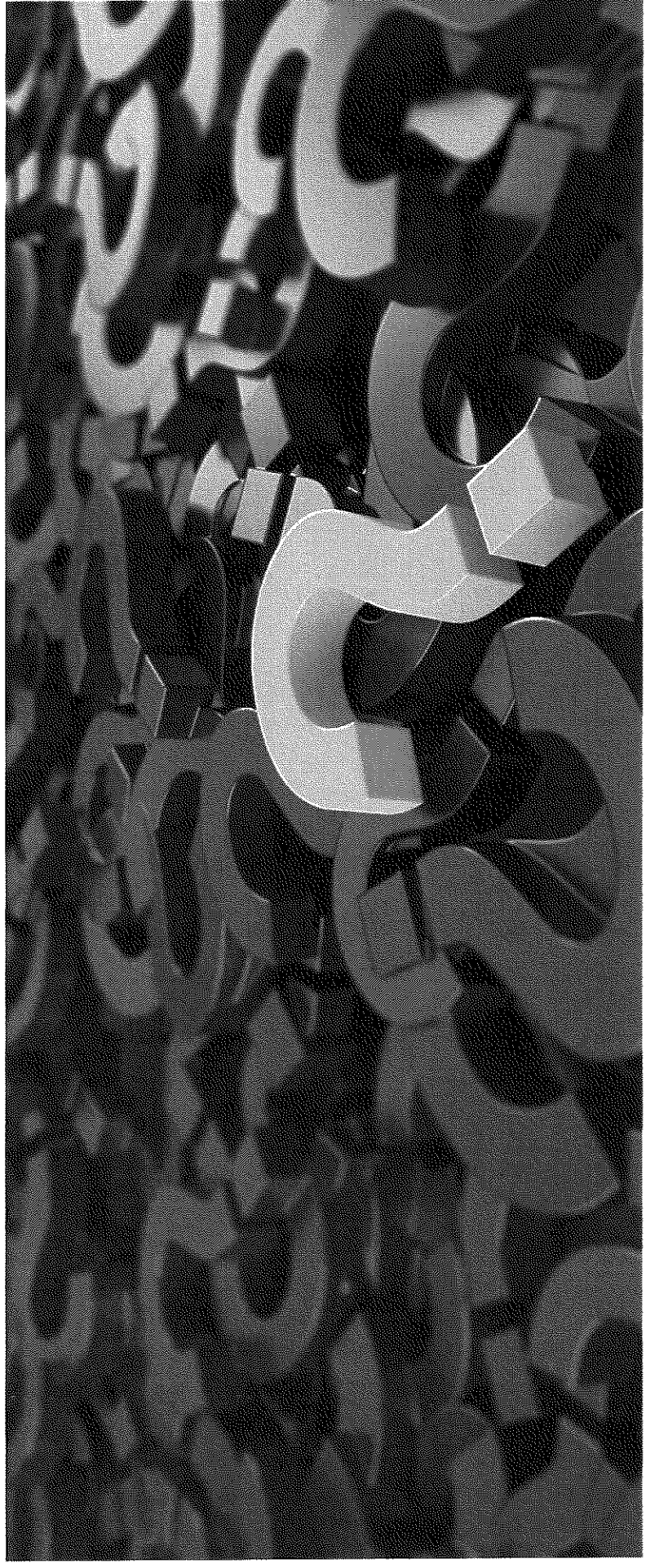
# Acknowledgements

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





# Questions



**County Manager's Report – December 4, 2023**

**Upcoming Meetings/Events:**

Lee County Athletic Park Groundbreaking Ceremony – December 8, 2023 – 10:00 a.m. - Onsite

Board of Commissioners Retreat – December 14, 2023 – 5:30 p.m. – Civic Center Conference Area

Board of Commissioners Retreat – December 15, 2023 – 8:30 a.m. – Civic Center Room 103 (breakfast at 8:00 a.m.)

Lee County Offices Closed for Christmas – December 25-27, 2023

Lee County Offices Closed for New Year's Day – January 1, 2024

Board of Commissioners Regular Meeting – January 8, 2024 – 6:00 p.m. – McSwain Center

Lee County Offices Closed for Martin Luther King, Jr. Day – January 15, 2024

Board of Commissioners Regular Meeting – January 22, 2024 – 6:00 p.m. – Civic Center

STARS presentation – January 23, 2024 – 8:30 a.m. – Gordon Wicker Conference Room

**NORTH CAROLINA, LEE COUNTY**  
Presented for registration on this 12<sup>th</sup> day  
of Jan 20, 24 at 8:40 AM PM  
recorded in Book 310 Page 574  
**Pamela G. Britt, Register of Deeds**