



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

January 8, 2024

**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**

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

**INVOCATION**

*Chairman Smith provided an invocation and led the Board and meeting attendees in the Pledge of Allegiance.*

**PLEDGE OF ALLEGIANCE**

**I. ADDITIONAL AGENDA**

*Chairman Smith asked to add item II.V Approval of EOC Upgrade Change Order to the Agenda under Consent Agenda.*

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

Mover: Robert Reives

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

**II. APPROVAL OF CONSENT AGENDA**

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

Mover: Taylor Vorbeck

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

- II.A Minutes from the December 4, 2023 Regular Meeting  
BOC Regular Meeting Minutes\_12-4-2023\_final.docx
- II.B December 4, 2023 Closed Sessions Minutes
- II.C Minutes from the December 14 and 15, 2023 Board Retreat  
BOC Retreat Minutes\_12-14-23\_final.docx BOC Retreat  
Minutes\_12-15-23\_final.docx
- II.D Refund and Release Report for November 2023  
Gen Statute 105.docx  
RELEASE CODES SPREADSHEET.xls  
November 2023 Personal Property Abatement Report.pdf  
November 2023 Real Property Abatement Report.pdf
- II.E Opioid Settlement Funds Strategic Plan  
Opioid Strategic Plan-final.pdf
- II.F Approve Resolution in Support of Hunt Transload Enterprises, LLC  
Hunt Resolution (2).docx
- II.G Acceptance of North Carolina Department of Public Safety, Hazardous Materials  
Exercise Grant  
Complete\_with\_DocuSign\_FY2023\_HMEP\_award\_let.pdf
- II.H Application Approval for the North Carolina Emergency Management Performance  
Grant for General Funding
- II.I Application Approval for the North Carolina Emergency Management Performance  
Grant for Tier II Funding
- II.J Certification of No Outstanding Tax Debt  
Certificaiton of No Outstanding Tax Debt - Lee County 01.24-01.25.pdf
- II.K Fetal Non-Stress Test Fee Proposal in the Maternal Health Program  
Copy of MH Fetal Non-Stress Test - 76818.xlsx
- II.L Pregnancy Risk Screening and Postpartum Plan Maintenance Fee Increase in the  
Maternal Health Program  
NCAPHNA\_WHNC\_Fall 2023\_Final (003).pdf
- II.M Request to Use Escrow Funds in the Amount of \$4,500 for the Purchase of a Fetal  
Monitor  
NST proposal.docx  
QUOTE LEE COUNTY HTH DPT EDAN FETAL MONITOR 2.10.23\_Redacted.pdf

II.N Approval of TIP Agreement with NCDOT for Additional Work at the Lee County Athletic Park

NCDOT Agreement - Will be provided via DocuSign for Signature

II.O Horton Pool Construction Final Change Order and Pay Application

Change Order 3 - Final Settlement.pdf

Final Pay Application

II.P Agreement with SME for Third Party Testing at the Lee County Athletic Park

SME PHASE 2 CONTRACT.pdf

II.Q Approve final resolution and disposition of 573 Woolard Road and authorize the

Chair to sign all documents to effectuate the transfer of the property

Woolard Road Final Resolution.docx

II.R Declare 0 Valley Road, PIN 9642-92-6202-00 as surplus and accept initial offer to begin upset bid process

Valley Road Initial Resolution.docx

Valley Road Offer Guzman.pdf

II.S Approve resolution declaring 573 Sharpe Road as surplus and authorize staff to advertise initial offer

Sharpe Road Initial Resolution.docx

Sharpe Road Packet.pdf

II.T FY 2024-2025 Budget Procedure Calendar

FY24-25\_Budget\_Calender.pdf

II.U Approval of Budget Amendment # 01/08/24/08

Budget Amendment Packet 1-8-24.pdf

II.V Approval of EOC Upgrade Change Order

### III. PUBLIC COMMENTS

*No public comments were received.*

### IV. OLD BUSINESS

*There was no Old Business to discuss.*

### V. NEW BUSINESS

V.A National Fitness Campaign Grant

*Joseph Keel introduced Assistant Parks and Recreation Director Jack Clelland, who then presented the National Fitness Campaign Grant. This grant provides local governments the opportunity to build fitness equipment for adults with subsidized funding. The National Fitness Campaign fitness court is a seven-station full body workout platform atop a 38'x38' concrete slab, allowing for functional training using*

*body weight exercises and movements. Kiwanis Family Park is an ideal location for this type of court, which would replace the current body weight equipment. If approved, this project would be part of the FY 2025 budget. The total cost would be \$205,000.00 and the grant would cover \$30,000.00 of that cost.*

*Commissioner Andre Knecht arrived at 6:08 p.m.*

*Commissioner Taylor Vorbeck asked if staff considered asking for a larger pad to not only accommodate Lee County programming, but also any third party group classes. Mr. Keel explained that staff had not planned to ask for a larger pad in the grant application due to concerns of the perception of third party groups acting on behalf of the County by using County equipment for programs. He said staff would want to require any third party groups that use the pad on a regular basis to enter into an agreement if the County were to construct a larger pad so as to avoid any misperceptions. The area is well-lit, but the plan does not provide for ADA options on this project. Commissioner Robert Reives directed staff to look into making the County-owned portion of Kiwanis Family Park ADA compliant and to ask the grant organization if they provide funding for this as well.*

2024\_NFC Healthy City Briefing Presentation

2024 Healthy Cities Grant Application Example

Kiwanis Family Park Equipment 1

Kiwanis Family Park Equipment 2

Kiwanis Family Park Equipment 3

**Motion: Motion to approve the National Fitness Campaign Grant application and direct staff to research ADA compliance for the project.**

Mover: Robert Reives

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

Motion Result: Passed

## **VI. MANAGERS' REPORTS**

### **VI.A Monthly Financial Reports**

*Finance Director Candace Iceman provided the November 2023 Monthly Financial Report and noted that ad valorem revenue collections are at 50.96% of the budget and the target for expenditures at this point in the fiscal year is 41.67%. Ms. Iceman also provided the October 2023 Sales Tax Report, which came out after the agenda was published. It is attached and incorporated into these minutes.*

*County Manager Lisa Minter presented the Manager's Report. At the Public Policy Luncheon today, staff presented Lee County Jeopardy! and it was well received. The Strategic Plan questionnaire is due at the next Board meeting on January 22, 2024. Ms. Minter said COLTS services are cancelled tomorrow, including diners club, and as recreation programming due to inclement weather. Staff will monitor the weather and notify the Board of any additional cancellations. Lee County Schools announced that it will be a remote learning day tomorrow.*

September 2023 Sales Tax Distribution.pdf

**VII. COMMISSIONERS' COMMENTS**

**ADJOURN**

**Motion: Motion to adjourn. The Board adjourned at 6:22 p.m.**

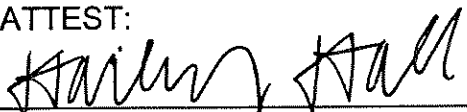
Mover: Robert Reives

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

Motion Result: Passed

  
Kirk Smith, Chairman  
Lee County Board of Commissioners

ATTEST:

  
Hailey Hall, Clerk to the Board



RESOLUTION IN SUPPORT OF  
HUNT TRANSLOAD ENTERPRISES, LLC

WHEREAS, Hunt Transload Enterprises, LLC is considering locating a manufacturing facility at 5944 Lower Moncure Rd, Moncure North Carolina; and

WHEREAS, Hunt Transload Enterprises, LLC proposes to invest \$1,800,000.00 and to employ at least 10 persons when the company is fully operational;

WHEREAS, Hunt Transload Enterprises, LLC is in need of a rail industrial access track on its property to assist in its daily operations and to promote the growth of its business;

WHEREAS, Hunt Transload Enterprises, LLC has assured the County that its plans are consistent with local land use and state and local transportation plans;

WHEREAS, Hunt Transload Enterprises, LLC has assured the County that its plans conform with all applicable state and local ordinances and policies;

WHEREAS, Hunt Transload Enterprises, LLC is not requesting any funding from Lee County and intends to apply for financial support from the North Carolina Department of Transportation;

WHEREAS, Lee County strives to make and endorse transportation improvements that address the safety needs of the public and promote economic development within Lee County;

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

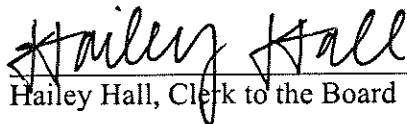
1. Lee County supports and encourages the location of the manufacturing facility, Hunt Transload Enterprises, LLC at 5944 Lower Moncure Road, Sanford, North Carolina and supports its request for a rail industrial access track consistent with applicable law.
2. Lee County supports and does not object to the application of Hunt Transload Enterprises, LLC to request financial support from the North Carolina Department of Transportation to assist the Company in the funding of a rail industrial access track to serve Hunt Transload Enterprises, LLC at 5944 Lower Moncure Road, Sanford, North Carolina consistent with applicable law.

This the 8th day of January, 2024.



Kirk D. Smith, Chairman

ATTEST:

  
Hailey Hall, Clerk to the Board





State Grant Certification – No Overdue Tax Debts

Date: 8 January 2024

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that Lee County Government does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

**Sworn Statement:**

Kirk D. Smith and Matthew Britt being duly sworn, say that we are the Board Chair and Project Director, respectively, of Lee County Government of Lee County in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Signature]  
Board Chair

[Signature]  
Project Director

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

Sworn to and subscribed before me on the day of the date of said certification.

[Signature]  
Notary Signature

My Commission Expires: 1-16-2028

If there are any questions, please contact the Governor’s Crime Commission’s Grants Management Director at (919) 733-4564 or you may contact the North Carolina Office of State Budget and Management, [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) - (919) 807-4795.

G.S. §105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

# ACCOUNTS RECEIVABLE AGREEMENTS

## REMITTANCE GUIDANCE



DS

k/S

I acknowledge that upon execution of this Agreement, we must submit a down payment, if required. I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
<b>PAYMENT UPON AGREEMENT EXECUTION</b>	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
<b>PAYMENT PRIOR TO LETTING (OR START OF PHASE)</b>	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
<b>PAYMENT UPON BILLING</b>	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

### LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

### PAYMENT METHODS

#### 1. SEND PAYMENT BY CHECK OR

##### MAIL TO:

NCDOT – Accounts Receivable  
1514 Mail Service Center  
Raleigh, NC 27699-1514

##### INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

#### 2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank\* and send an e-mail to:

- ✓ Shamorah Fountain - [sfountain1@ncdot.gov](mailto:sfountain1@ncdot.gov)
- ✓ Kay Lee - [klee@ncdot.gov](mailto:klee@ncdot.gov)

##### INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

\*If you need NCDOT's Account information, contact Tammy Court at [tlcourt@ncdot.gov](mailto:tlcourt@ncdot.gov)

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

10.2023



**ACCOUNTS RECEIVABLE  
TIP AGREEMENT – ADDITIONAL WORK  
CONSTRUCTION  
1000020402**

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
LEE COUNTY

**DATE:** 12/14/2023

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

**TIP #:** R-3830

AND

**WBS ELEMENTS:** CON 38887.3.2

LEE COUNTY

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF TIP PROJECT (“Project”):** From US 421 (Horner Blvd) in Sanford to SR 1579 (Broadway Road) and SR 1579 (Broadway Road / North Main Street) from NC 42 (Avents Ferry Road) to SR 1538 (East Harrington Avenue) in Broadway. Widen to three lanes with turn lanes at SR 1523, SR 1529, and SR 1579 (3.1 miles).

**ADDITIONAL WORK:** Lee County has requested NCDOT construct a right turn lane and median island with appropriate drainage for the proposed Lee County Sports Complex located on NC 42 (Broadway Road) in Sanford.

**ESTIMATED COST OF THE ADDITIONAL WORK:** \$150,000

**COSTS TO OTHER PARTY:** \$150,000

**PAYMENT TERMS:** The Department will invoice Lee County upon completion of the Project.

**MAINTENANCE:** Department

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and Lee County, hereinafter referred to as the **County**; and collectively referred to as the **Parties**.

**ACCOUNTS RECEIVABLE  
TIP AGREEMENT – ADDITIONAL WORK  
CONSTRUCTION  
1000020402**

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**I. WHEREAS STATEMENTS**

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

**WHEREAS**, the **Department** and the **County** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

**WHEREAS**, the **County** has requested that the **Department** perform all phases of said work or provide services; and,

**WHEREAS**, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **County** as hereinafter set out; and,

**NOW, THEREFORE**, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

**II. RESPONSIBILITIES**

**A. DEPARTMENT**

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.

**B. COUNTY**

The **County** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

**III. PROJECT DELIVERY REQUIREMENTS**

**A. PLANNING, DESIGN, AND CONSTRUCTION**

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.
- ii. The **Department** will be responsible for preparing the project plans and specifications and letting the Project to construction.

- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

#### **B. RIGHT OF WAY ACQUISITION**

The **Department** will be responsible for acquiring any needed right of way including Permanent Drainage Easements required for the project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

#### **C. MUNICIPAL UTILITY RELOCATIONS**

##### **Responsibilities**

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

#### **D. MAINTENANCE**

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

### **IV. COSTS AND FUNDING**

#### **A. ADDITIONAL WORK**

At the request of the **County** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

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TIP AGREEMENT – ADDITIONAL WORK  
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Description	Cost to County
Construct right turn lane and median island with appropriate drainage	\$ 150,000
<b>Total Estimated Cost to County</b>	<b>\$ 150,000</b>

The estimated Municipal share of the additional work is \$150,000. The **Parties** understand that this is an estimated cost and subject to change.

**B. PROJECT COSTS**

The **County** has agreed to participate in the Project costs as follows:

- i. The estimated cost of the additional work is \$150,000. The **County** shall participate in 100% of actual costs. The **Department** will participate in 0% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Department** may consult with the **County** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **County** is offered as a courtesy to apprise the **County** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **County** of cost increases does not affect the payment terms of the agreement.

**C. PAYMENT BY THE COUNTY**

- i. Upon completion of the Project, the **Department** will calculate actual costs and bill the **County** per **Project Costs** Provision. The **County** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23.
- ii. At any time prior to final billing by the **Department**, the **County** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **County** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

The **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

**E. TITLE VI**

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

**F. FACSIMILE**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

**G. AUTHORIZATION TO EXECUTE**

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

**H. DEBARMENT POLICY**

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **County** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will

ACCOUNTS RECEIVABLE  
TIP AGREEMENT – ADDITIONAL WORK  
CONSTRUCTION  
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not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**I. INDEMNIFICATION**

To the extent authorized by state and federal claims statutes, the **County** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **County's** negligence and/or responsibilities under the terms of this agreement.

**J. AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**K. DOCUSIGN**

The **Department** and **County** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **County**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **County** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **County's** signature as if actually signed by the **County** in writing. The **Department** and **County** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **County** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

**L. GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human

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Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

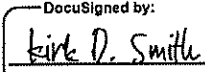


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1000020402

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the Department and the County by authority duly given.

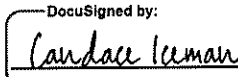
(DOCUSIGN ONLY)

Authorized Signer:   
DocuSigned by:  
5B94FC23744A4AB...  
Print Name: Kirk D. Smith  
Title: Chairman, Lee County Board of Commissioners  
Date Signed: 01/09/2024

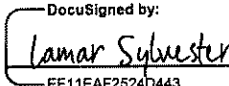
If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

LEE COUNTY

FED TAX ID NO: 56-6000313  
REMITTANCE ADDRESS:  
PO Box 1968  
Sanford, NC 27331

Finance Officer:   
DocuSigned by:  
B8ECEADF825D48A...  
Print Name: Candace Iceman  
Date Signed: 01/18/2024

DEPARTMENT OF TRANSPORTATION

BY:   
DocuSigned by:  
EF11EAF2524D443...  
TITLE: Chief Engineer  
DATE: 01/23/2024

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1/4/2024 (DATE) 

**ACCOUNTS RECEIVABLE  
TIP AGREEMENT – ADDITIONAL WORK  
CONSTRUCTION  
1000020402**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **County** by authority duly given.

**(INK SIGNATURES ONLY)**

ATTEST:	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

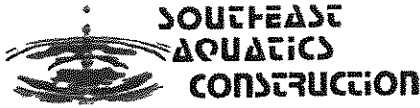
LEE COUNTY

FED TAX ID NO: _____	Finance Officer: _____
REMITTANCE ADDRESS:	Print Name: _____
_____	Date Signed: _____
_____	

**DEPARTMENT OF TRANSPORTATION (DocuSign)**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)



Change Order No. 2

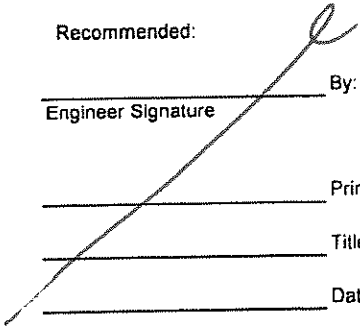
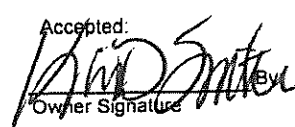
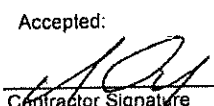
Date of Issuance:	9/11/2023	Effective Date:	9/11/2023
Owner:	Lee County Project 2114-8117-46300	Owner's Contract No.:	N/A
Contractor:	Southeast Aquatics Construction, LLC	Contractor's Project No.:	NC-2022-114
Engineer:	McGill & Associates	Engineer's Project No.:	21.01705
Project:	Horton Park	Contract Name:	Horton Park

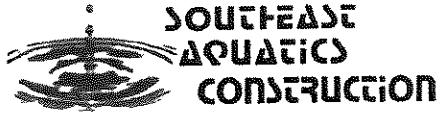
The Contract is modified as follows upon execution of this change order:

Description:  
Offered Discount due to completion date

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$549,509.00	Original Contract Times: Substantial Completion: 100 days Ready for Final Payment: 110 days
Increase from previously approved Change Orders: No.1 to No.1 \$0.00	Increase from previously approved Change Orders: Substantial Completion: 209 days Ready for Final Payment: 219 days
Contract Price prior to this Change Order: \$549,509.00	Contract Times prior to this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Increase of this Change Order: (\$15,000.00)	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price incorporating this change order: \$534,509.00	Contract Times with all approved Change Orders: Substantial Completion: 309 days Ready for Final Payment: 319 days

Recommended:	Accepted:	Accepted:
By: 	By: 	By: 
Engineer Signature	Owner Signature	Contractor Signature
Printed: _____	Printed: <u>Kirk D. Smith</u>	Printed: <u>N. Drew Waskey</u>
Title: _____	Title: <u>Chairman, Lee County Commissioners</u>	Title: <u>Manager</u>
Date: _____	Date: <u>1/8/2024</u>	Date: <u>9/11/23</u>



Change Order No. 3

Date of Issuance: 1/9/2024	Effective Date: 1/9/2024
Owner: Lee County Project 2114-8117-46300	Owner's Contract No.: N/A
Contractor: Southeast Aquatics Construction, LLC	Contractor's Project No.: NC-2022-114
Engineer: McGill & Associates	Engineer's Project No.: 21.01705
Project: Horton Park	Contract Name: Horton Park

The Contract is modified as follows upon execution of this change order:

Description:  
Per agreement

Attachments:  
None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$549,509.00	Original Contract Times: Substantial Completion: 100 days Ready for Final Payment: 110 days
Increase/Decrease from previously approved Change Orders: No. 1 to No.2 (\$15,000.00)	Increase from previously approved Change Orders: Substantial Completion: 209 days Ready for Final Payment: 219 days
Contract Price prior to this Change Order: \$534,509.00	Contract Times prior to this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Increase/Decrease of this Change Order: (\$24,043.40)	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price incorporating this change order: \$510,465.60	Contract Times with all approved Change Orders: Substantial Completion: 309 days Ready for Final Payment: 319 days

Accepted:  
By: *Kirk D. Smith*  
Owner Signature

Accepted:  
By: *N. Drew Waskey*  
Contractor Signature

Printed: Kirk D. Smith  
Title: Chairman, Lee County Board of Commissioners  
Date: 1/8/2024

Printed: N. Drew Waskey  
Title: Managing Member  
Date: 1/9/24

Complete

  
Department Approval

Work Order #

Blanket  
Purchase Order #

677 Vendor #

Remit to #  
HPSEA-11-FINAL  
Invoice #

50000.00

Invoice Subtotal

50000.00  
Non-Taxable Amount

Line Item Distribution	Amount
21148117-46300	50000.00
SEA PAY APP #11 (Revised)	
Final Pay App for Horton Pool Construction	

12201	2.25%	County Tax
12202	2%	County Tax
12204	4.75%	State Tax
12222	2.00%	Food Tax
12705	0.50%	Transit Tax

Separate Check	
Return to Dept.	

Invoice Total 50000.00

Invoice Date 1/2/2024  
Due Date 1/17/2024



### Contractor's Application for Payment No. Revised - 11 (Final)

*\*Encompasses work detail from Reg App's 10 and 11*

To (Owner):	Lee County, NC	Application Period:	7/1/2023-9/11/2023	Application Date:	9/11/2023 (Revised 1/2/2024)
Project:	Horton Park	From (Contractor):	Southeast Aquatics Construction, LLC	Via (Engineer):	McCall & Associates
Owner's Contract No.:	N/A	Contract:	Lee County Project 2114-8117-46300	Engineer's Project No.:	21.01705
		Contractor's Project No.:	NC-2022-114		

#### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	209 Days	\$15,000.00
2		\$24,043.40
3		
<b>TOTALS</b>		<b>\$39,043.40</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>- \$39,043.40</b>

- ORIGINAL CONTRACT PRICE \$549,509.00
- Net change by Change Orders..... \$ -39,043.40
- Current Contract Price (Line 1 + 2)..... \$ 510,465.60
- TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 510,465.60
- RETAINAGE:
  - Work Completed..... \$
  - Stored Material..... \$
  - Total Retainage (Line 5.a + Line 5.b)..... \$ 510,465.60
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$460,465.60
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$50,000.00
- AMOUNT DUE THIS APPLICATION..... \$ \$410,465.60
- BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 0

*-Owner elected to not require de to final settlement*

**Contractor's Certification**

The undersigned Contractor certifies, to the best of his knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract has been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, claims, interests, and charges of every kind and nature covered by a bond acceptable to Owner including, but not limited to, claims against any such Liens, security, mortgages, and other liens and claims.

(3) All the Work covered by this Application for Payment is in accordance with the Contract.

Sworn before me this 8 day of January, 2024.

My Commission Expires 03/07/2027

Notary Public Deborah R. Green

Contractor Signature [Signature] Date: 1/2/2024

**NOTARY PUBLIC**  
NASH COUNTY, NC  
Deborah R. Green, Notary Seal

Payment of: \$ 550,000.00 (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

is approved by: \_\_\_\_\_ (Lee County Finance Dept.) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Date)

Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

# Progress Estimate - Lump Sum Work



# Contractor's Application

For (Contract) Lee County Project 211-48117-46300

Application Number 11

Application Date 9/1/2023 (Revised 1/2/2024)

Application Period 7/1/2023-9/1/2023

Specification Section No	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Presently Stored (net in C or D)	F Total Completed and Stored to Date (C + D + E)	% (F / B)	G Balance to Finish (B - F)
			From Previous Application (C - D)						
1	Plans/Design/Permits per pool	\$10,350.00	\$10,350.00		\$0.00	\$0.00	\$10,350.00	100.0%	\$0.00
1A	Mobilization	\$12,200.00	\$12,200.00		\$0.00	\$0.00	\$12,200.00	100.0%	\$0.00
1A1	-Preconstruction Admin	\$17,144.00	\$17,144.00		\$0.00	\$0.00	\$17,144.00	100.0%	\$0.00
1A2	-Bonds	\$16,315.00	\$16,315.00		\$0.00	\$0.00	\$16,315.00	100.0%	\$0.00
1A3	-Mobilization-Subs	\$1,200.00	\$1,200.00		\$0.00	\$0.00	\$1,200.00	100.0%	\$0.00
1A4	-Dumpster Set Up	\$1,200.00	\$1,200.00		\$0.00	\$0.00	\$1,200.00	100.0%	\$0.00
1A5	-Container Set Up	\$6,892.00	\$6,892.00		\$0.00	\$0.00	\$6,892.00	100.0%	\$0.00
1A6	-Equipment Rental-1 mo.	\$4,986.18	\$4,986.18		\$0.00	\$0.00	\$4,986.18	100.0%	\$0.00
1B	Form-Material	\$9,398.73	\$9,398.73		\$0.00	\$0.00	\$9,398.73	100.0%	\$0.00
1C	Form-Labor	\$7,324.83	\$7,324.83		\$0.00	\$0.00	\$7,324.83	100.0%	\$0.00
1D	Dig-Material	\$3,666.42	\$3,666.42		\$0.00	\$0.00	\$3,666.42	100.0%	\$0.00
1E	Dig-Labor	\$7,178.44	\$7,178.44		\$0.00	\$0.00	\$7,178.44	100.0%	\$0.00
2	Gravel-Material	\$4,412.55	\$4,412.55		\$0.00	\$0.00	\$4,412.55	100.0%	\$0.00
3	Gravel-Labor	\$1,800.25	\$1,800.25		\$0.00	\$0.00	\$1,800.25	100.0%	\$0.00
4	Steeltek-Material	\$1,245.66	\$1,245.66		\$0.00	\$0.00	\$1,245.66	100.0%	\$0.00
5	Steeltek-Labor	\$9,751.74	\$9,751.74		\$0.00	\$0.00	\$9,751.74	100.0%	\$0.00
6	Steel Grid-Material	\$6,618.83	\$6,618.83		\$0.00	\$0.00	\$6,618.83	100.0%	\$0.00
7	Steel Grid-Labor	\$2,382.78	\$2,382.78		\$0.00	\$0.00	\$2,382.78	100.0%	\$0.00
8	Steel Grid-Bond	\$345.00	\$345.00		\$0.00	\$0.00	\$345.00	100.0%	\$0.00
9	Steel Grid-Inspection per pool	\$40,230.32	\$40,230.32		\$0.00	\$0.00	\$40,230.32	100.0%	\$0.00
10	Shotcrete-Material	\$27,181.31	\$27,181.31		\$0.00	\$0.00	\$27,181.31	100.0%	\$0.00
11	Shotcrete-Sub	\$20,165.35	\$20,165.35		\$0.00	\$0.00	\$20,165.35	100.0%	\$0.00
12	Plumbing-Material	\$12,840.52	\$12,840.52		\$0.00	\$0.00	\$12,840.52	100.0%	\$0.00
13	Plumbing-Labor	\$2,206.28	\$2,206.28		\$0.00	\$0.00	\$2,206.28	100.0%	\$0.00
14	Conduit Run-Material	\$1,191.39	\$1,191.39		\$0.00	\$0.00	\$1,191.39	100.0%	\$0.00
15	Conduit Run-Electrician	\$345.00	\$345.00		\$0.00	\$0.00	\$345.00	100.0%	\$0.00
16	Pumbing Inspection-County	\$345.00	\$345.00		\$0.00	\$0.00	\$345.00	100.0%	\$0.00
17	Conduit Inspection-City	\$5,515.69	\$5,515.69		\$0.00	\$0.00	\$5,515.69	100.0%	\$0.00
18	Tile-Material	\$5,515.69	\$5,515.69		\$0.00	\$0.00	\$5,515.69	100.0%	\$0.00
19	Tile-Labor	\$15,443.93	\$15,443.93		\$0.00	\$0.00	\$15,443.93	100.0%	\$0.00
20	Filter Equipment-Material	\$3,309.41	\$3,309.41		\$0.00	\$0.00	\$3,309.41	100.0%	\$0.00
21	Filter Equipment-Labor	\$862.50	\$862.50		\$0.00	\$0.00	\$862.50	100.0%	\$0.00
22	Filter Equip. -Electrician	\$3,662.42	\$3,662.42		\$0.00	\$0.00	\$3,662.42	100.0%	\$0.00
23	Plaster-Labor	\$43,375.37	\$43,375.37		\$0.00	\$0.00	\$43,375.37	100.0%	\$0.00
24	Plaster-Sub								
<b>Concrete Deck</b>									
1	Concrete Deck-Material	\$18,147.29	\$18,147.29		\$0.00	\$0.00	\$18,147.29	100.0%	\$0.00
2	Concrete Deck-Sub	\$16,012.31	\$16,012.31		\$0.00	\$0.00	\$16,012.31	100.0%	\$0.00
3	Coping-Material	\$8,309.41	\$8,309.41		\$0.00	\$0.00	\$8,309.41	100.0%	\$0.00
4	Coping-Labor	\$4,412.55	\$4,412.55		\$0.00	\$0.00	\$4,412.55	100.0%	\$0.00

Progress Estimate - Lump Sum Work



Contractor's Application

For (Contract)	Lee County Project 211144117-46300	Application Number	11
Application Period	7/1/2023-9/11/2023	Application Date	9/11/2023 (Revised 1/2/2024)

Specification Section No	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G % (F / B)	H Balance to Finish (B - F)
			From Previous Application (C - D)						
5	EQ Grnd-Material	\$4,207.34	\$1,882.51	\$0.00	\$0.00	\$0.00	\$1,882.51	100.0%	\$0.00
6	EQ Grnd-Labor	\$1,882.51	\$575.00	\$0.00	\$0.00	\$0.00	\$575.00	100.0%	\$0.00
7	EQ Grnd-Electrician	\$345.00	\$345.00	\$0.00	\$0.00	\$0.00	\$345.00	100.0%	\$0.00
8	EQ Grnd-Inspection-City	\$345.00							
ADA Items									
1	Global Lift	\$10,500.00			\$0.00	\$0.00	\$10,500.00	100.0%	\$0.00
Final Close Out									
1	Final Electrical-Inspection-City	\$345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	100.0%	\$0.00
2	Final Inspection-County	\$345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	100.0%	\$0.00
3	Project Docs/Closure	\$1,575.00	\$1,000.00	\$575.00	\$0.00	\$0.00	\$1,575.00	100.0%	\$0.00
Additional Items									
1	Demo								
1.1	G/C Fees	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100.0%	\$0.00
1.2	Sub	\$38,290.00	\$18,290.00	\$0.00	\$0.00	\$0.00	\$18,290.00	100.0%	\$0.00
1.3	Rental Equipment	\$9,360.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$9,360.00	100.0%	\$0.00
1.4	Spills Removal 734 cu. yds.	\$18,600.00	\$18,600.00	\$0.00	\$0.00	\$0.00	\$18,600.00	100.0%	\$0.00
2	Water Feature Allowance	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	100.0%	\$0.00
3	Pavers	\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	100.0%	\$0.00
Change Orders									
1	Extension of time-Add 209 Days	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00
2	Liquidated Damages Per Agreement	(\$15,000.00)	\$0.00	(\$15,000.00)	(\$15,000.00)	\$0.00	(\$15,000.00)	100.0%	\$0.00
3		(\$34,043.40)	\$0.00	(\$34,043.40)	(\$34,043.40)	\$0.00	(\$34,043.40)	100.0%	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.0%	\$0.00
Totals		\$310,465.60	\$548,589.00	(\$38,123.40)	\$0.00	\$0.00	\$510,465.60	100.0%	\$0.00



# Change Order

No. 01

Date of Issuance: <u>October 21, 2022</u>		Effective Date: <u>October 21, 2022</u>
Project: <u>Horton Park Pool Improvements - Pool Renovations</u>	Owner: <u>Lee County</u>	Owner's Contract No.: <u>4837-02-22 Horton Park</u>
Contract: <u>2</u>	Date of Contract: <u>June 6, 2022</u>	
Contractor: <u>Southeast Aquatics Construction, LLC</u>	Engineer's Project No.: <u>21.01705</u>	

**The Contract Documents are modified as follows upon execution of this Change Order:**  
 Description: Time extension applied to the contract to accommodate the previous contract time extension granted to Bathhouse contractor.

**Attachments (list documents supporting change):**  
See attached

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>549,509.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>100</u> Ready for final payment (days or date): <u>110</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>549,509.00</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>100</u> Ready for final payment (days): <u>110</u>
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>209</u> Ready for final payment (days or date): <u>209</u>
Contract Price incorporating this Change Order: \$ <u>549,509.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>309</u> Ready for final payment (days or date): <u>319</u>

<b>RECOMMENDED:</b> By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>11/1/2022</u>	<b>ACCEPTED:</b> By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>11/21/2022</u>	<b>ACCEPTED:</b> By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>10/31/22</u>
--	---	--

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_



Change Order No. 2

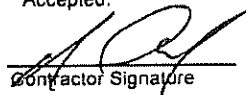
Date of Issuance:	9/11/2023	Effective Date:	9/11/2023
Owner:	Lee County Project 2114-8117-46300	Owner's Contract No.:	N/A
Contractor:	Southeast Aquatics Construction, LLC	Contractor's Project No.:	NC-2022-114
Engineer:	McGill & Associates	Engineer's Project No.:	21.01705
Project:	Horton Park	Contract Name:	Horton Park

The Contract is modified as follows upon execution of this change order:

Description:  
Offered Discount due to completion date

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$549,509.00	Original Contract Times: Substantial Completion: 100 days Ready for Final Payment: 110 days
Increase from previously approved Change Orders: No.1 to No.1 \$0.00	Increase from previously approved Change Orders: Substantial Completion: 209 days Ready for Final Payment: 219 days
Contract Price prior to this Change Order: \$549,509.00	Contract Times prior to this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Increase of this Change Order: (\$15,000.00)	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price incorporating this change order: \$534,509.00	Contract Times with all approved Change Orders: Substantial Completion: 309 days Ready for Final Payment: 319 days

Recommended:	Accepted:	Accepted:
By: _____	By: _____	By: 
Engineer Signature	Owner Signature	Contractor Signature
Printed: _____	Printed: _____	Printed: N. Drew Waskey
Title: _____	Title: _____	Title: Manager
Date: _____	Date: _____	Date: 9/11/23



Change Order No. 3

Date of Issuance: 1/9/2024	Effective Date: 1/9/2024
Owner: Lee County Project 2114-8117-46300	Owner's Contract No.: N/A
Contractor: Southeast Aquatics Construction, LLC	Contractor's Project No.: NC-2022-114
Engineer: McGill & Associates	Engineer's Project No.: 21.01705
Project: Horton Park	Contract Name: Horton Park

The Contract is modified as follows upon execution of this change order:

Description:  
Per agreement

Attachments:  
None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$549,509.00	Original Contract Times: Substantial Completion: 100 days Ready for Final Payment: 110 days
Increase/Decrease from previously approved Change Orders: No.1 to No.2 (\$15,000.00)	Increase from previously approved Change Orders: Substantial Completion: 209 days Ready for Final Payment: 219 days
Contract Price prior to this Change Order: \$534,509.00	Contract Times prior to this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Increase/Decrease of this Change Order: (\$24,043.40)	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price incorporating this change order: \$510,465.60	Contract Times with all approved Change Orders: Substantial Completion: 309 days Ready for Final Payment: 319 days

Accepted:

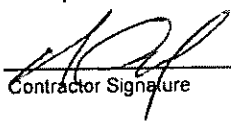
By: \_\_\_\_\_  
Owner Signature

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted:

By:   
Contractor Signature

Printed: N. Drew Waskey

Title: Managing Member

Date: 1/9/24



(Not submitted for payment)

\* Original Pay Apps 10 and 11 consolidated into  
change orders 2 and 3 and revised Pay App 11  
due to settlement

September 25, 2023

Ms. Jennifer Gamble, JD  
Assistant County Manager – Operational Services  
Lee County  
408 Summit Drive  
Sanford, North Carolina 27330

RE: Horton Park Pool Improvements  
**Pool Renovations**  
Lee County, North Carolina  
Southeast Aquatics - Payment Application No. Ten (10)

Dear Ms. Gamble:

Please find enclosed Application for Payment Number Ten (10) from Southeast Aquatics for the Horton Park Pool Improvements – Pool Renovation project currently under construction for Lee County.

The Contractor is requesting payment in the amount of \$33,264.49 for all work completed for the period ending June 30, 2023. This request has been reviewed and appears to be reasonable for the work performed, we agree with the dollar amounts noted and therefore recommend payment be made to Southeast Aquatics in the amount of \$33,264.49.

Additionally, please find enclosed the required Sales Tax Statement for this pay period, along with the contractor's back-up documentation. Should you have any questions regarding this recommendation for payment, please do not hesitate to contact us at (828) 328-2024.

Sincerely,  
**McGILL ASSOCIATES, P.A.**

**MICHAEL PATTON**  
Construction Services Manager

Enclosure: Application for Payment

P:\2021\21.01705-LeeCoNC-HortonParkCommuPoolSplashpad\Construction\PayApps\SEA\Pay App No 10\Pay App 10.docx





# Progress Estimate - Lump Sum Work

# Contractor's Application

For Contract: Lee County Project 2114-R117-46300

Application Number: 10

Application Period: 01/2023 to 30/2023

Application Date: 01/30/2023

Specification Section No	Description	Scheduled Value (\$)	From Previous Application (C - D)	Work Completed This Period	Material Presently Specified in C or D	Total Completed and Moved to Date (C + D)	q / BI	Balance to Finish (B - E)
5	EO Grid-Material	\$4,207.34	\$4,207.34	\$0.00	\$0.00	\$4,207.34	100.0%	\$0.00
6	EO Grid-Labor:	\$1,882.51	\$1,882.51	\$0.00	\$0.00	\$1,882.51	100.0%	\$0.00
7	EO Grid-Electroan	\$575.00	\$575.00	\$0.00	\$0.00	\$575.00	100.0%	\$0.00
8	EO Grid-Inspection- City	\$345.00	\$345.00	\$0.00	\$0.00	\$345.00	100.0%	\$0.00
<b>ADA Items</b>								
1	Global Lift	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.0%	\$0.00
<b>Final Close Out</b>								
1	Final Electrical-Inspection- City	\$345.00	\$0.00	\$345.00	\$0.00	\$345.00	100.0%	\$0.00
2	Final Inspection- County	\$345.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$345.00
3	Project Docs/Closure	\$1,575.00	\$1,080.00	\$0.00	\$0.00	\$1,080.00	68.6%	\$495.00
<b>Additional Items</b>								
1	Demo							
1.1	GC Fees	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.0%	\$0.00
1.2	Sub	\$38,290.00	\$38,290.00	\$0.00	\$0.00	\$38,290.00	100.0%	\$0.00
1.3	Rental Equipment	\$9,560.00	\$0.00/00	\$0.00	\$0.00	\$0.00/00	0.00/0%	\$9,560.00
1.4	Spalls Removal 734 cu yds	\$18,690.00	\$13,950.00	\$4,740.00	\$0.00	\$18,690.00	100.0%	\$0.00
2	Water Feature Allowance	\$40,000.00	\$19,014.45	\$20,985.55	\$0.00	\$39,000.00	97.5%	\$1,000.00
3	Pavers	\$55,000.00	\$44,020.00	\$11,000.00	\$0.00	\$55,000.00	100.0%	\$0.00
<b>Change Orders</b>								
1	Extension of time-Add 209 Days	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
		\$1.00	\$0.00	\$0.00	\$0.00	\$1.00	100.0%	\$0.00
		\$549,500.00	\$511,628.45	\$36,966.55	\$0.00	\$548,599.00	99.8%	\$90.00
<b>Final</b>								





Progress Estimate - Unit Price Work

BOGREHEAD  
SQUARE  
CONSTRUCTION

Contractor's Application

For Contract **Lee County Project 21148117-60200**

Application Number **11**

Application Period **01/30/2020-02/23**

Application Date **01/30/2021**

Item	Description	Unit	Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Processed and Stored to Date	Total Completed if (H)	Total if (H+I)	Balance if (H-I)
			Unit Price	Total Value of Item (SI)						
1	Excavation	sq. yd.								
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**SALES TAX REIMBURSEMENT STATEMENT**

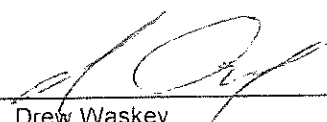
Contractor Southeast Aquatics Construction, LLC

Project Horton Park  
 Owner Lee County, NC  
 Period 6/1/2023-6/30/2023

Application 10  
 Project Lee County Project 2114-8117-46300

VENDOR	ADDRESS	INVOICE	DATE	AMOUNT	NC TAX	COUNTY TAX	COUNTY NAME
Pool Builders Supply	Raleigh, NC	0010713477-001	6/9/2023	\$537.49	\$25.53	\$12.09	Wake
Pool Builders Supply	Raleigh, NC	0010578851-001	6/9/2023	\$10,507.19	\$499.09	\$236.41	Wake
Pool Builders Supply	Raleigh, NC	0011124140-001	6/25/2023	\$160.51	\$7.62	\$3.61	Wake
Superior Irr & Landscape	Raleigh, NC	0010940412-001	6/25/2023	\$864.58	\$41.07	\$19.45	Wake
Pool Builders Supply	Raleigh, NC	0010989849-001	6/25/2023	\$1,808.60	\$85.91	\$40.69	Wake
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
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				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
<b>Total:</b>				<b>\$13,878.37</b>	<b>\$659.22</b>	<b>\$312.26</b>	

I, N. Drew Waskey, being duly sworn, certify that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part fo the building or structure being erected, altered or repaired for the government entities as defined by G S 105-164.14(c) and is to the best of his/her belief, true and correct

Signature   
 N Drew Waskey

Title: Member

Notary Seal

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

My Comission Expires \_\_\_\_\_

Notary Public, \_\_\_\_\_



**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Contractor Southeast Aquatics Construction, LLC  
 Pay App: 10  
 Project Lee County Project 2114-8117-46300

Project: Horton Park  
 Owner: Lee County, NC  
 Period 6/1/2023-6/30/2023

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period

MBE FIRM NAME	TYPE OF MBE	AMOUNT PAID THIS MONTH (WITH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
Samy Professional Pools	H	\$0.00	\$85,299.70	85,299.70
JD Landscape, LLC	H	\$38,258.03	\$38,258.03	\$38,258.03
LA Concrete	H	\$5,989.20	\$6,750.00	\$6,750.00
Ochoa Pool Plastering	H	\$11,296.10	\$11,296.10	\$11,296.10
J&L Land Solutions	H	\$0.00	\$9,600.00	\$9,600.00
<b>Total</b>		<b>\$55,543.33</b>	<b>\$151,203.83</b>	<b>\$151,203.83</b>

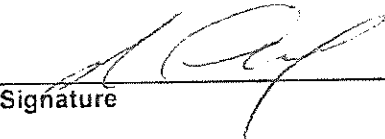
\*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Drew Waskey  
 Name

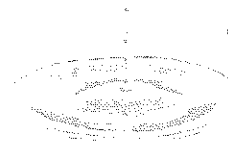
Member  
 Title

6/30/2023  
 Date

  
 Signature

Southeast Aquatics Construction, LLC  
2800 Sumner Blvd Ste 106  
Raleigh, NC 27616 US  
(919) 539-6572  
kwaskey@sagpools.net  
www.sagpools.net

# Invoice



**SOUTHEAST  
AQUATICS  
CONSTRUCTION**

Lee County  
408 Summit Drive  
Sanford, NC 27331

Horton Park  
1515 Washington Ave.  
Sanford, NC 27330  
USA

1247	06/30/2023	\$33,264.49	07/30/2023	Net 30
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SHIP DATE  
04/28/2023

POOL BUILD MASTER Pay Application #10

1	33,264.49	33,264.49
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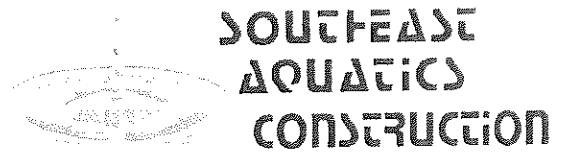
Thank you for your business! Southeast Aquatics Construction EIN-87-1846310

BALANCE DUE

**\$33,264.49**

Southeast Aquatics Construction, LLC  
2800 Sumner Blvd Ste 106  
Raleigh, NC 27616 US  
(919) 539-6572  
kwaskey@sagpools.net  
www.sagpools.net

# Invoice



Lee County  
408 Summit Drive  
Sanford, NC 27331

Horton Park  
1515 Washington Ave.  
Sanford, NC 27330  
USA

1248                      06/30/2023                      \$3,696.06                      07/30/2023                      Net 30

SHIP DATE  
04/28/2023

POOL BUILD MASTER Pay Application #10-Retention

Thank you for your business! Southeast Aquatics Construction EIN-87-1846310

	1	3,696.06	3,696.06
BALANCE DUE			<b>\$3,696.06</b>



*(not submitted for payment)*

*\*Original Pay Apps 10 and 11 consolidated into change orders 2 and 3 and Revised Pay App 11 due to*

September 25, 2023 *Settlement*

Ms. Jennifer Gamble, JD  
Assistant County Manager – Operational Services  
Lee County  
408 Summit Drive  
Sanford, North Carolina 27330

RE: Horton Park Pool Improvements  
**Pool Renovations**  
Lee County, North Carolina  
Payment Application No. Eleven (11) - Final

Dear Ms. Gamble:

Please find enclosed Application for Payment Number Eleven (11) - Final from Southeast Aquatics for the recently completed Horton Park Pool Improvements – Pool Renovation project for Lee County.

The Contractor is requesting final payment in the amount of \$40,778.90 for all work completed for the period ending September 11, 2023. This request has been reviewed and appears to be reasonable for the work performed, we agree with the dollar amounts noted and therefore recommend final payment be made to Southeast Aquatics in the amount of \$40,778.90.

Additionally, please find enclosed the contractor's required close out documentation and final adjusting change order for the project. Should you have any questions regarding this recommendation for payment, please do not hesitate to contact us at (828) 328-2024.

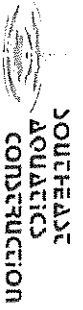
Sincerely,  
McGILL ASSOCIATES, P.A.

**MICHAEL PATTON**  
Construction Services Manager

Enclosure: Application for Payment

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**Contractor's Application for Payment No. 11 (Final)**

Application Period 7/1/2023 to 9/11/2023	Application Date 11/2023
From (Contractor) Southhead Aquatics Construction, LLC	To (Client) MGM & Associates
Contract Lake County Project 2114-S117-46300	Contract / Project No. 21-07705
Contract / Project No. NA	Contract / Project No. NC-2023-114

**Application for Payment  
Change Order Summary**

Approved Change Order Number	Description	Amount
1 <td>Retainage <td>\$15,000.00</td> </td>	Retainage <td>\$15,000.00</td>	\$15,000.00
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493,730.08  
40,778.90

**Contractor's Certification**  
I, the undersigned, Contractor, certify that the facts set forth herein are true and correct to the best of my knowledge and belief. I am not aware of any facts or information which, if true, would render the above statements false or misleading. I understand that this certification is a condition of payment and that any false or misleading information may result in the suspension or termination of my contract and may constitute a criminal offense under the laws of the State of North Carolina. I agree to indemnify and hold the Client harmless from and against all claims, damages, costs and expenses, including reasonable attorney's fees, that may be asserted against the Client by any third party as a result of my negligence or willful or wanton misconduct in the performance of my contract. I agree to provide the Client with a copy of this certification and to keep it on file for a period of one year after the completion of the contract. I agree to provide the Client with a copy of this certification and to keep it on file for a period of one year after the completion of the contract.

Notary Public Expires 10/28/2027  
Notary Public Valerie Nolf  
CATAWBA COUNTY, NC  
Notary Signature Valerie Nolf  
Date 11/2023

1. ORIGINAL CONTRACT PRICE \$539,500.00  
2. Net change by Change Order \$15,000.00  
3. Current Contract Price (Line 1 + 2) \$554,500.00  
4. TOTAL COMPLETED AND STORED TO DATE \$554,500.00  
5. Retainage (Total on Progress Estimates) \$54,500.00  
6. RETAINAGE:  
a. \$54,500.00 Work Completed \$  
b. \$ Stored Material \$  
c. Total Retainage (Line 5a + Line 5b) \$54,500.00  
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$  
8. AMOUNT DUE THIS APPLICATION \$  
9. BALANCE TO FINISH, PLUS RETAINAGE \$  
Telephone to mail on Progress Estimates + Line 5c above \$

40,778.90

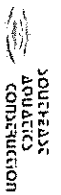
09/19/23

40,778.90

Payment of \$40,778.90  
To be certified by [Signature] (Date) 09/19/23  
Payment of \$40,778.90  
To be certified by [Signature] (Date) 09/19/23  
Payment of \$40,778.90  
To be certified by [Signature] (Date) 09/19/23  
Payment of \$40,778.90  
To be certified by [Signature] (Date) 09/19/23



Progress Estimate - Lump Sum Work



Contractor's Application

Item Description	Item Code	Application Number	Application Date	Work Completed	Dis Period	Materials Present	Final Amount	Dis Period	Balance Forward
Let County Project 2114-8117-46-JOB Application Period 1/20/2021-3/20/21 Application Number 11 Application Date 11/11/2021									
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (\$)	Dis Period	Materials Present (\$)	Final Amount (\$)	Dis Period	Balance Forward (\$)	
3	Coping Material	\$6,309.41	\$6,309.41		\$0.00	\$6,309.41		\$0.00	
4	Coping Labor	\$4,412.55	\$4,412.55		\$0.00	\$4,412.55		\$0.00	
5	EQ Grid Material	\$4,207.34	\$4,207.34		\$0.00	\$4,207.34		\$0.00	
6	EQ Grid Labor	\$1,882.51	\$1,882.51		\$0.00	\$1,882.51		\$0.00	
7	EQ Grid Electrical	\$975.00	\$975.00		\$0.00	\$975.00		\$0.00	
8	EQ Grid-Inspection-City	\$345.00	\$345.00		\$0.00	\$345.00		\$0.00	
ADA Items									
1	Global Lift	\$10,900.00	\$10,900.00		\$0.00	\$10,900.00		\$0.00	
Final Close Out									
1	Final Electrical-Inspection-City	\$345.00	\$345.00		\$0.00	\$345.00		\$0.00	
2	Final Inspection-County	\$345.00	\$0.00		\$345.00	\$345.00		\$0.00	
3	Project Docs/Closure	\$1,575.00	\$1,000.00		\$575.00	\$1,575.00		\$0.00	
Additional Items									
1	Demo								
1.1	GC Fees	\$15,000.00	\$15,000.00		\$0.00	\$15,000.00		\$0.00	
1.2	Sub	\$38,290.00	\$38,290.00		\$0.00	\$38,290.00		\$0.00	
1.3	Rental Equipment	\$9,360.00	\$9,360.00		\$0.00	\$9,360.00		\$0.00	
1.4	Spills Removal-7.34 cu yds	\$18,500.00	\$18,500.00		\$0.00	\$18,500.00		\$0.00	
2	Water Failure Allowance	\$40,000.00	\$40,000.00		\$0.00	\$40,000.00		\$0.00	
3	Pavers	\$55,000.00	\$55,000.00		\$0.00	\$55,000.00		\$0.00	
Change Orders									
1	Extension of time-Add 209 Days	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
2	Updated Damages	\$531,500.00	\$531,500.00		\$0.00	\$531,500.00		\$0.00	
	TOTAL	\$531,500.00	\$531,500.00		\$0.00	\$531,500.00		\$0.00	





**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Contractor Southeast Aquatics Construction, LLC  
 Pay App 11  
 Project Lee County Project 2114-8117-46300

Project Horton Park  
 Owner Lee County, NC  
 Period 7/1/2023-9/11/2023

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period

MBE FIRM NAME	TYPE OF MBE	AMOUNT PAID THIS MONTH (WITH THIS	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
Samy Professional Pools	H	\$0.00	\$85,299.70	85,299.70
JD Landscape, LLC	H	\$0.00	\$38,258.03	\$38,258.03
LA Concrete	H	\$0.00	\$6,750.00	\$6,750.00
Ochoa Pool Plastering	H	\$0.00	\$11,296.10	\$11,296.10
J&L Land Solutions	H	\$0.00	\$9,600.00	\$9,600.00
<b>Total</b>		<b>\$0.00</b>	<b>\$151,203.83</b>	<b>\$151,203.83</b>

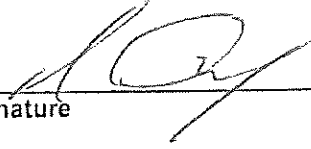
\*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Drew Waskey  
Name

Member  
Title

9/11/2023  
Date

  
Signature

# Change Order

No. 02 - Final

Date of Issuance: September 19, 2023

Effective Date: September 19, 2023

Project: Horton Park Pool Improvements - Pool Renovations	Owner: Lee County	Owner's Contract No.: 4837-02-22 Horton Park
Contract: 2	Date of Contract: June 6, 2022	
Contractor: Southeast Aquatics Construction, LLC	Engineer's Project No.: 21.01705	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Final contract amount adjustment.

Attachments (list documents supporting change):

See attached

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>549,509.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>100</u> Ready for final payment (days or date): <u>110</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>549,509.00</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>100</u> Ready for final payment (days): <u>110</u>
[Increase] [Decrease] of this Change Order: \$ <u>15,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>209</u> Ready for final payment (days or date): <u>209</u>
Contract Price incorporating this Change Order: \$ <u>534,509.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>309</u> Ready for final payment (days or date): <u>319</u>

~~RECOMMENDED:~~  
By: [Signature]  
Engineer (Authorized Signature)

Date: 09/25/23

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)

Date: 9/20/23

Approved by Funding Agency (if applicable):

Date: \_\_\_\_\_



**CHANGE ORDER SUMMARY**  
 Lee County  
 Horton Park Pool Improvements  
 Pool Improvement Contract - Southeast Aquatics Construction, LLC

CONTRACT AMOUNT REVISIONS

**Proposed Change Order No. 1 Details**

CO Proposal	Date Submitted	Work Item Description	Unit	Qty	Unit Price	Total Price	Days Requested
1	10/19/2022	Time Extension Based upon Bathroom Contractor Schedule	LS	1	\$	\$	109
2	Final	Project Amount Reduction	LS	1	\$ (15,000.00)	\$(15,000.00)	
<b>Total</b>						<b>\$</b>	<b>109</b>

CONTRACT TIME REVISIONS	
Change Order No. 1	109
Cumulative Contract Time Adjustment (Substantial)	109
Cumulative Contract Time Adjustment (Final)	109

May 01 2023  
May 11 2023

ADJUSTED CONTRACT AMOUNT	
Original Contract Amount	\$ 549,509.00
Change Order No. 1	\$
Change Order No. 2 - Final	\$ (15,000.00)
<b>Contract Amount Incorporating Change Orders</b>	<b>\$ 534,509.00</b>





GUARANTEE/WARRANTY LETTER

GUARANTEE/WARRANTY FOR:

Lee County

We, the undersigned, hereby guarantee and warrant that Work described above which we have furnished and/or installed for the following project

PROJECT TITLE: Horton Park Pool-Pool Scope ONLY

PROJECT ADDRESS: 1515 Washington Ave . Sanford NC 27330

is in accordance with the Contract Documents and that said Work as installed will fulfill or exceed all of the Warranty requirements. We agree to repair or replace our Work, together with any adjacent Work which is displaced or damaged by so doing, that proves defective in workmanship, material, or operation within a period stated by the contract documents or one (1) year, whichever is greater, from the date of final acceptance of the project by the Owner or from the Date of the Certificate of Substantial Completion, whichever is earlier, ordinary wear and tear and unusual abuse or neglect excepted

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, after being notified in writing, we, the undersigned, collectively and separately do hereby authorize the Owner to have said defects repaired and/or replaced and made good, and to pay in discharging said Work, including all collection costs and reasonable attorney fees

In the event that we are contacted to perform remedial work, we, the undersigned will ensure that a Certificate of Insurance is in place for the above-referenced project

SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER:

Company Name: Southeast Aquatics Group/Construction, LLC

By [Signature] N Drew Waskey

Member

Substantial Completion: 6/20/2023

Local Representative to be contacted for maintenance, repair and/or replacement service:

N Drew Waskey

2800 Sumner Blvd . Ste 106 Raleigh NC 27616

(919) 539-6572

CONSENT OF SURETY  
TO FINAL PAYMENT  
AIA Document G707

OWNER  
ARCHITECT  
CONTRACT DATE  
SUBJECT  
CITY

Bond No. SU 1180179 0000

TO OWNER

Name and Address

Lee County

408 Summit Dr

Sanford NC 27330

ARCHITECT'S PROJECT NO.

CONTRACT FOR Pool Renovations

CONTRACT DATE

PROJECT

Name and Address

Horton Park Pool Improvements - Pool Renovations

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Architect and I, as Surety,

Arch Insurance Company

Harborside 3, 210 Hudson St., Ste 300

Jersey City, NJ 07311-0107

to the effect

on bond of

Southeast Aquatics Construction, LLC

Southeast Aquatics Construction, LLC

2800 Summer Blvd., Suite 106

Raleigh, NC 27616

for the sum of

hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall release the Surety from any of its obligations to

the Contractor and its subcontractors.

Lee County

408 Summit Dr

Sanford, NC 27330

to the effect

as set forth in the said Surety's Bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this day of September, 20, 2023.

*(Signature of Arch Insurance Company)*

Arch Insurance Company

Surety

*(Signature of Matthew Rose)*  
Matthew Rose, Attorney in Fact

Attest:

Michele Miller

Matthew Rose, Attorney in Fact



AIA DOCUMENT G707, CONTRACT BETWEEN ARCHITECT AND OWNER FOR SURETY, MAY 2013 EDITION. THE ARCHITECT AND OWNER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE ARCHITECT AND OWNER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE ARCHITECT AND OWNER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.



**CONTRACTOR'S FINAL AFFIDAVIT AND WAIVER OF LIEN**

PROJECT: Horton Park  
1515 Washington Ave.  
Sanford, NC 27330

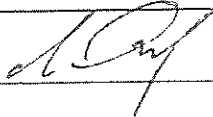
OWNER: Lee County  
408 Summit Drive  
Sanford, NC 27330

CONTRACTOR: Southeast Aquatics Group, LLC  
2800 Sumner Blvd, Suite 106  
Raleigh, NC 27616

CONTRACT AMOUNT: \$534,509.00  
STATE OF: NC  
COUNTY OF: Lee

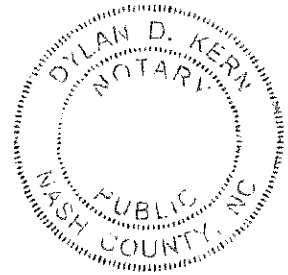
CONTRACT DATE: 3/7/2022  
DATE: 9/20/2023

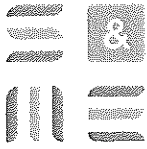
This is to certify that all claims for labor, material, services and any other just claims arising out of the performance of this Contract have been satisfied, except for payment to subcontractors to be made out of retainage presently being held by the Owner, and that no claims or liens exist against this Contractor in connection with this contract. that to the best of our knowledge no claims or liens exist, and if any such claims or liens appear after payment of the retained amount due on the Contract, this Contractor shall save the Owner harmless on account thereof. After payment of the retained amount the undersigned does hereby waive, release and relinquish any and all claims or rights of lien presently held or hereafter accruing upon the above project.

CONTRACTOR Southeast Aquatics Group, LLC  
BY: N. Drew Waskey   
TITLE: Member

Sworn to and subscribed before me this 21 day of September 201 2023  
Dylan D. Kern  
(Notary Public)

My Commission expires. 03/07/2027





December 21, 2023

Lee County Government  
115 Chatham St. #302  
Sanford, North Carolina 27330

Attention: Mr. Brandon Key  
Director of Development Services

Reference: **Revised Proposal for Construction Materials Testing and Special Inspection Services  
Lee County Multi Sports Complex**  
0 Broadway Road  
Sanford, North Carolina 27331  
S&ME Proposal No. 214432A Rev.02

Dear Mr. Key:

S&ME, Inc. appreciates the opportunity to submit this proposal to provide construction materials testing and Special Inspection services during construction of the Lee County Multi Sports Complex in Sanford, North Carolina. This proposal was prepared pursuant to your request and email and phone correspondence with S&ME between November 6, 2023, and December 21, 2023, including a Teams meeting on November 15, 2023. This Rev. 02 incorporates the revised budget estimate as discussed with yourself and Kyle Mullens, Construction Administrator at McAdams.

This proposal describes our understanding of the project, our scope of services, and budget estimate. Our Agreement for Services (Form AS-071) is attached and is part of this proposal.

## ◆ Project Description

S&ME was furnished with the following documents pertaining to the project:

- ◆ Lee County Sports Complex Conformed Set.pdf
- ◆ Lee County- Bid Set Project Manual.pdf
- ◆ 2023-12-05 Bulletin 001- DWG SET.pdf
- ◆ LCMSC Pre-Construction Schedule 11.17.23.pdf
- ◆ Preliminary Geotechnical Exploration Due Diligence Report 214432 by S&ME dated June 11, 2021

Per your request, we understand this project will include four baseball/softball diamonds, two full-size synthetic turf multi-purpose fields, and four natural turf multi-purpose fields. To support these uses, two fieldhouses, two combination restroom and picnic shelters and a maintenance building are proposed. The complex will also include a destination playground, event lawn and 3,510 LF of walking trails. The

infrastructure for the complex includes 700 parking spaces, 10,700 LF of sidewalks, 2800 LF waterline extension, and 5870 LF sewer extension.

Other site improvements include 3-4 MSE retaining walls which are being designed by others. In discussing with the contractor, Sanford, the wall designer will likely exclude global stability analyses and will depend on S&ME as the geotechnical engineer of record, to perform those analyses. Once final retaining wall design drawings are available, we ask that S&ME have the opportunity to review assumptions made in this proposal and also likely prepare a change proposal for the global stability analysis.

We understand the project performance period is set for 20 months.

## ◆ Scope of Services (Special Inspections)

This project includes Special Inspections, as required by the 2018 North Carolina Building Code, Section 1704. Based on the Schedule of Special Inspections listed in Section 014100- Special Inspections of the Project Manual, we understand that our scope of services can be summarized by the following tasks and corresponding frequencies as listed below:

### Soil and Foundations:

---

#### *Site Preparation*

- ◆ Evaluate preparation of subgrades in accordance with the approved soils report and construction documents.

#### *Fill Placement*

- ◆ Periodic classification and testing of compacted fill materials.
- ◆ Continuous observation of materials used, densities, and lift thicknesses as compared to the approved soils report and construction documents.

#### *Evaluation*

- ◆ Evaluate materials below shallow foundations for adequacy to achieve the design bearing capacity.

### Concrete Construction:

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#### *Mix Design/Material Certifications*

- ◆ Collect mix designs and check that appropriate mix is used during specific installation.

#### *Reinforcement Installation*

- ◆ Periodic evaluation of reinforcing steel, including welded wire fabric.
- ◆ Collection of certified mill test reports.
- ◆ Continuous evaluation of reinforcing steel welding in accordance with Table 1704.3, Item 5b.

### *Concrete Placement/Monitoring Fresh Concrete, Sampling & Prep of Test Samples*

- Continuous evaluation of cast-in-place concrete placement.
- Continuous observation of sampling of fresh concrete, slump test, air content test, temperature of concrete and creation of strength test specimens.
- Periodic evaluation of formwork.
- Periodic verification of concrete strength prior to removal of shores and forms from beams and structural slabs.
- Continuous evaluation of bolts to be installed in concrete prior to and during placement.
- Continuous evaluation of anchors installed in hardened concrete.

### *Curing and Protection*

- Periodic evaluation of curing technique.

### **Structural Steel:**

---

### *Fabricator Certification/Quality Control Procedures*

- Confirm fabricator meets the requirements of NCSBC 1704.2.2
- Collect certificate of compliance from fabricator at completion of fabrication.

### *Welding*

- Continuous evaluation of complete and partial joint penetration welds, multi-pass fillet welds, plug and slot welds, and single-pass fillet welds  $> 5/16$  inch in accordance with NCSBC Table 1704.3. As discussed in the Project Description section above, we assume that practically all diagonal bracing welds will not be greater than  $5/16$  inch and will not require continuous evaluations.
- Periodic evaluation of single-pass fillet welds  $\leq 5/16$  inch.
- Collect certificate of compliance for weld filler material.
- Identify use of approved filler material and in accordance with AWS D1.1.

### *Metal Deck*

- Collect material data sheets for decking and connectors or fasteners.
- Periodic evaluation of welds and/or mechanical fasteners.

### *Structural Details*

- Periodic evaluation of steel framing and joint details.

### *Bolting*

- Collect material data sheets for bolts, nuts, and washers.
- Collect certificate of compliance from bolt supplier.
- Periodic evaluation of snug-tight, pretensioned, and slip critical joints in accordance with NCSBC Table 1704.3.
- Continuous observation of pretensioned and slip-critical joints using turn-of-nut without matchmarking or calibrated wrench methods of installation.

### *Material Certification*

- Collect certified mill test reports.

## **Cold-Formed Steel Framing:**

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### *Mechanical Connections*

- Periodic evaluation of field connections including anchorage to the structural frame.

### *Welding*

- Periodic evaluation of field connections including anchorage to the structural frame.

### *Framing Details*

- Periodic evaluation of framing and details.

## **Masonry:**

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### *Material Certification*

- Collect mix design for mortar.
- Collect mix design for grout.
- Certificates of Compliance for masonry constituents.

### *Mixing of Mortar and Grout*

- Periodic observation of site prepared mortar, and site-prepared grout.
- Continuous observation of slump flow and VSI as self-consolidating grout is delivered to the site.

### *Installation of Masonry*

- Periodic evaluation of construction of mortar joints, prior to beginning masonry construction and during construction.
- Periodically evaluate type, size, and location of anchors and their attachment to the structure.
- Periodically evaluate size and location of structural elements.

### *Reinforcement Installation*

- Evaluate location of reinforcement and connections to structure as construction begins.
- Prior to grouting periodically evaluate size, grade, and placement of reinforcement and connection of masonry to structural frame.

### *Grouting Operations*

- Prior to grouting, periodically evaluate cleanliness of grout space and placement of the reinforcement and connectors.
- Continuous observation of the placement of grout.



### *Weather Protection*

- Periodically evaluate protection techniques for construction of masonry below 40 degrees Fahrenheit and above 90 degrees Fahrenheit.

### *Observation of the Evaluation of Masonry Strength*

- Periodic observation of the preparation of grout specimens and/or prisms.

## **Retaining Walls Exceeding 5 Feet:**

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### *Retaining Systems*

- Retaining walls exceeding 5 feet in height require Special Inspections. Refer to the applicable material schedules for explicit requirements.

### *Application*

- Periodic evaluation of backfill materials for compliance with the approved specifications.
- Evaluate subsoil drainage piping for damage prior to backfilling and has been installed per the approved engineered design.

## ◆ **Scope of Services (Construction Materials Testing)**

These tasks are for site improvements outside of those that require Special Inspections.

### **Subgrade Evaluations**

- S&ME will observe proofrolling of exposed subgrades to evaluate stability prior to new fill placement, stone base course placement, and concrete flatwork. These observations will be made to assess the subgrade conditions, identify any soft near-surface subgrade soils that may require repair, and observe and document the repair work. Hand auger borings, dynamic cone penetration tests, and/or backhoe test pits could be required to aid in the assessment of unstable conditions.

### **Fill/Backfill Placement & Compaction**

- Test proposed fill and backfill soil samples for moisture-dry density by standard Proctor test.
- Test proposed Impervious Fill for permeability.
- Evaluate the use of proposed soils for fill and backfill.
- Observe lift thicknesses and compaction procedures.
- Perform soil compaction and moisture tests of fill and backfill and compare test results to specifications.

### **Concrete Sampling and Testing**

- Sample and test fresh concrete for slump, unit weight, temperature, and air content. Cast 4" x 8" cylinders for compressive strength testing. After initial curing on site, cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

- Perform floor flatness and floor levelness testing of concrete slabs placed within building areas. At completion of this testing, data will be reviewed by our Project Manager and results issued in a report.
- Perform floor flatness and floor levelness testing of trowel-finished concrete floor slabs.

### ABC Stone Base Course Testing

- Perform thickness measurements and in-place density tests on the ABC stone base course by either the Nuclear Density Method or sand cone method.

### Asphalt Pavement Coring and Testing:

- Obtain core samples from new pavement areas. Test asphalt cores for thickness and specific gravity. To obtain a percent compaction for each core, our specific gravity test results will be compared to the 3-day running average furnished by the plant. Otherwise, the maximum theoretical specific gravity of the asphalt mix will be determined in our laboratory.

## ◆ Reporting

### Daily Reporting

- Our personnel will prepare a Technician Field Report at the end of each day. These reports will summarize our field personnel's preliminary observations and testing results. The contractor will be notified of any discrepancies identified. This information will be reviewed by an S&ME project manager, and generally issued on a weekly basis. Concrete testing is typically performed at 7 and 28 days. These results will be issued at the completion of the 7 and the 28-day laboratory tests.

### Final Report:

- A final report documenting completion of our special inspections and corrections of any discrepancies noted will be submitted to the client and the Engineer-of Record.

## ◆ Excluded Services

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Directing of any contractor's or subcontractor's work.
- Any special Inspections scope not listed above
- Any aspect of site safety other than safety of S&ME employees.
- Quality assurance for seismic resistance and wind requirements.
- Evaluation of any mechanical or electrical systems.
- Evaluation of any smoke control systems.

## ◆ Client Responsibilities

We ask that you be responsible for the following

**Plans, Specifications, Shop Drawings, and Contractor Submittals:** We ask that we be provided with any revised or additional drawings/directives, applicable shop drawings and approved submittals that are produced during construction of the project.

**Scheduling:** We ask to be provided with the name of the individual who will be responsible for scheduling and directing our inspection and testing services. Often this responsibility is assigned to the general contractor's superintendent, who is on site full-time. Services designated as "continuous" in the Statement of Special Inspections will be required on a full-time basis, while "periodic" services can be performed on a part-time basis. We request that a minimum 48-hour notice be provided to initiate our "continuous" services so that we may coordinate our field personnel to meet your specific needs. Scheduling of part-time, on-call services requires a minimum 24-hour notice. When our services are needed on weekends and/or observed holidays, we require a minimum 48-hour notification. We note that failure to schedule Special Inspections with proper notice can be considered a discrepancy.

**Report Distribution:** We ask to be provided with all applicable names and email addresses for report distribution.

## Compensation

The fee for our testing services will be based on the actual quantities of work performed and the unit rates included in our budget estimate. Based on discussion with the project team, we understand the project construction will be broken into 2 phases- Phase 1 will be the early earthwork package beginning in January 2024 and Phase 2 will be the project remainder. Based on our review of the project documents and the construction schedule, and discussion with McAdams construction administrator, we recommend establishing a budget of **\$25,000** for Phase 1 and **\$155,000** for Phase 2 for our scope of services and quantities as summarized in the attached Budget Estimate. The total fee for our services will depend on the actual construction schedule, the efficiency of the contractor to schedule of services, the efficiency of the subcontractors, and other circumstances that are beyond our control. Our budget *does not* include a specific allowance for retesting/re-inspection of deficient work, or management of on-going discrepancies through their resolution.

## Authorization

Our Agreement for Services (Form AS-071) is attached and is incorporated as a part of this proposal. We trust this proposal will be acceptable to you, and if so, please indicate your acceptance of our proposal by signing the AS-071 Form and return the signed copy to our office to serve as our formal authorization to proceed. We will sign and return one fully executed copy for your files. We will then proceed with the performance of services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (Form AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to referenced project and client. No other use is authorized by S&ME, Inc.

## Closing Remarks

S&ME appreciates the opportunity to submit this proposal. Should you have any questions after reviewing this proposal, please contact us at your convenience.

Sincerely,

**S&ME, INC.**



Eric J. Shaffer, P.E.  
Senior Project Manager



Keith Brown, P.E.  
Vice President

Attachments:    Revised Budget Estimate  
                         Agreement for Services (Form AS-071)

GENERAL INFORMATION		ACCOUNTING AND FINANCIAL DATA			
ACCOUNT	DESCRIPTION	AMOUNT	CURRENT YEAR	PREV. YEAR	% CHG.
<b>EXPENSES</b>					
1000	Salaries	100000	100000	100000	0%
1010	Wages	200000	200000	200000	0%
1020	Benefits	50000	50000	50000	0%
1030	Travel	10000	10000	10000	0%
1040	Supplies	20000	20000	20000	0%
1050	Utilities	15000	15000	15000	0%
1060	Repairs	10000	10000	10000	0%
1070	Insurance	30000	30000	30000	0%
1080	Depreciation	40000	40000	40000	0%
1090	Interest	20000	20000	20000	0%
1100	Other	10000	10000	10000	0%
<b>TOTAL</b>		<b>600000</b>	<b>600000</b>	<b>600000</b>	<b>0%</b>
<b>REVENUES</b>					
2000	Net Sales	500000	500000	500000	0%
2010	Interest	50000	50000	50000	0%
2020	Dividends	10000	10000	10000	0%
2030	Other	50000	50000	50000	0%
<b>TOTAL</b>		<b>650000</b>	<b>650000</b>	<b>650000</b>	<b>0%</b>

Project Information		Summary	
Item	Description	Quantity	Unit Price
1	Excavation	100	1.50
2	Foundation	200	2.00
3	Structure	300	3.00
4	Roofing	150	1.00
5	Interior Finishes	400	1.50
6	Exterior Finishes	100	1.00
7	Site Work	50	1.00
8	Utilities	20	1.00
9	Landscaping	10	1.00
10	Contingency	10	1.00
<b>Total</b>		<b>1380</b>	<b>1.50</b>



**AGREEMENT FOR SERVICES**

**PHASE 2 ONLY**

Form AS-071

Date: January 8, 2024	Job Number: 214432A
S&ME, Inc. (hereafter Consultant)	Client Name: Lee County - North Carolina (hereafter Client)
Address: 3201 Spring Forest Road City: Raleigh State: NC Zip: 27616	Address: 408 Summit Drive City: Sanford State: NC Zip: 27330
Telephone: 919-872-2660 Fax:	Telephone: 919-718-4600 extn 5513 Fax:
<b>PROJECT</b>	
Project Name: Lee County Multi-Sports Complex- CMTSI Project location: (Street Address) 0 Broadway Road City: Sanford State: NC Zip: 27331	
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: 214432A Rev.02 PHASE 2 dated: January 8, 2024 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. ~~CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.~~ Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

- 3. SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

- 4. CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
- 5. PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.



Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. ~~Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client.~~ The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name: Brandon Key  
CLIENT Accounts Payable contact phone number: 919-718-4605 extn 5495  
CLIENT Accounts Payable email address: bkey@leecountync.gov

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. ~~**LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.~~

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision:
8. ~~**NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.~~
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION**:

**For Convenience** - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

**For Cause** - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. ~~**TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.~~
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Lee County - North Carolina	S&ME, Inc.
BY: <u></u> <small>(Signature)</small> Kirk D. Smith, Chairman Lee County Board of Commissioners	BY: _____ <small>(Signature)</small> _____ <small>(Print Name / Title)</small>
DATE: <u>8 JANUARY 2024</u>	DATE: _____
PROPOSAL NUMBER: <u>214432A Rev.02 PHASE 2</u>	

Client's FAXED or DIGITAL signature to be treated as original signature

THIS AGREEMENT IS FOR PHASE 2 ONLY

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

  
Finance Officer, Lee County



**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 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, 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 Lee County Board of Commissioners adopted a Resolution on August 21, 2023 setting the minimum bid at the amount owed of \$26,738.50; 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 to defray advertising and administrative services; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on December 4, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on December 9, 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 Roy Campbell 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:

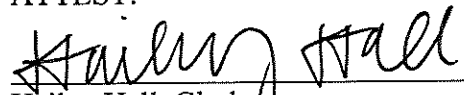
1. The Lee County Board of Commissioners hereby accepts the offer of \$26,738.50 from Roy Campbell.
2. The terms of the final sale are as follows:
  - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
  - b. The property is sold "as is" with no conditions placed 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. The buyer takes title 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 04 day of January, 202~~7~~.

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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 VALLEY ROAD, PIN 9624-92-6202-00**

WHEREAS, the County of Lee owns certain vacant property located at 0 Valley Road, PIN number 9624-92-6202-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 372, Page 587, 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 \$ 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 \$ 150.55; 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 Jerry Guzman ("Offeror") on December 20, 2023 to purchase the property described above in the amount of \$ 200.00, plus any advertising costs, a copy of which is attached hereto;

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

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of Jerry Guzman in the amount of \$200.00; and,

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

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



1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 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. Title is taken subject to any easements, encumbrances, covenants and encroachments.

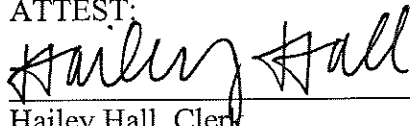
10. The Board of Commissioners may, at any time, reject any and all offers.

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 8<sup>th</sup> day of January 2024.

  
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 573 SHARPE ROAD, PIN 9569-64-1198-00**

WHEREAS, the County of Lee owns certain non-vacant property located at 573 Sharpe Road, PIN number 9569-64-1198-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1390, Page 937, 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 \$ 23,800.00; 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 \$ 9301.83; 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 Jamie Campbell ("Offeror") on December 11, 2023 to purchase the property described above in the amount of \$ 9301.83, plus any advertising costs, a copy of which is attached hereto; and the County received an offer submitted by Wai Hung Ng ("Offeror") on December 12, 2023 to purchase the property described above in the amount of \$ 10,000.00, plus any advertising costs, a copy of which is attached hereto;

WHEREAS, both Offerors have paid to the County Clerk the required 5 percent (5%) deposit on their offers and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of Wai Hung Ng in the amount of \$10,000.00; and,

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

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

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 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. Title is taken subject to any easements, encumbrances, covenants and encroachments.

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

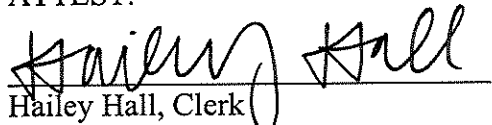
11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey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

Dated this the 8<sup>th</sup> day of January 2024.



Kirk D. Smith, Chair  
Lee County Board of Commissioners

ATTEST:

  
Hailey Hall, Clerk  
Lee County Board of Commissioners

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS  
 FROM: LISA MINTER, LEE COUNTY MANAGER  
 SUBJECT: BUDGET AMENDMENT:# 1/08/24/08  
 DATE: January 08, 2024

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Rev	1100-3930-38410	Non-Recurring State Grants	-	503,428	503,428
Recreation	1100-3612-35020	Non-Fed State Funding	-	600	600
Library	1100-3611-35000	State Aid to Library	111,599	33,518	145,117
Other Rev	1100-3930-39780	Transfer from Capital Projects	-	1,105,500	1,105,500
<b>TOTAL CHANGES</b>				<b>1,643,046</b>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Services State Grant	1100-5817-48389	Non-Recurring State Grants	-	503,428	503,428
Recreation	1100-6120-43100	Professional Services	331,860	600	332,460
Library	1100-6110-43380	Maintenance to Technology	7,183	7,800	14,983
Library	1100-6110-46415	Equipment < \$500	1,400	2,085	3,485
Library	1100-6110-41300	Temp Salaries	105,806	14,000	119,806
Library	1100-6110-46416	Technology Equipment < \$500	4,274	2,000	6,274
Library	1100-6110-46412	Technology Equipment < \$5,000	11,416	2,500	13,916
Library	1100-6110-44100	Office Supplies	9,250	1,000	10,250
Library	1100-6110-43200	Utilities	55,000	3,133	58,133
Library	1100-6110-44660	Program Supplies	12,300	1,000	13,300
General Services	1100-4262-46200	Building Improvements	797,561	1,105,500	1,903,061
<b>TOTAL CHANGES</b>				<b>1,139,618</b>	

SECTION III. THE FOLLOWING COURTHOUSE RENO PROJECT FUND (4836) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Courthouse Renovation	4836-3930-38533	Original Issuance Premium	38,604	248,064	286,668
Courthouse Renovation	4836-3920-38100	Investment Earnings	-	288,049	288,049
Other Revenue	4836-3930-39780	Transfer From Capital Projects	-	516,564	516,564
<b>TOTAL CHANGES</b>				<b>1,052,677</b>	

SECTION IV. THE FOLLOWING COURTHOUSE RENO PROJECT FUND (4836) REVENUE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenues	4836-3930-38534	Limited Obligation Bonds	3,000,000	245,000	2,755,000
Other Revenues	4836-3930-38560	Installment Financing Proceeds	2,179,420	400,000	1,779,420
<b>TOTAL CHANGES</b>				<b>645,000</b>	

SECTION V. THE FOLLOWING COURTHOUSE RENO PROJECT FUND (4836) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Histoic Courthouse	4836-8121-46300	General Construction	185,613	6,361	191,974
Capital Projects	4836-8100-46180	Other Expenses	120,500	890,256	1,010,756
Misc Expense	4836-9800-49582	Transfer To Historic Courthouse Proj	53,036	314,501	367,537
<b>TOTAL CHANGES</b>				<b>1,211,118</b>	

SECTION VI. THE FOLLOWING COURTHOUSE RENO PROJECT FUND (4836) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Project	4836-8100-46100	Issuance Cost	91,804	5,946	85,858
Capital Project	4836-8100-46140	Architect & Engineering	29,550	2,084	27,466
Capital Project	4836-8100-46300	General Construction	1,106,004	493,459	612,545
Capital Project	4836-8100-46900	Contingency	150,000	125,000	25,000
ROD Building	4836-8120-46180	Other Expenses	46,213	1,270	44,943
ROD Building	4836-8120-46300	General Construction	1,485,550	7,888	1,477,662
ROD Building	4836-8120-46900	Contingency	49,549	49,549	-
Historic Courthouse	4836-8121-46180	Other Expenses	50,472	194	50,278
Historic Courthouse	4836-8121-46900	Contingency	23,070	23,070	-
Main Courthouse	4836-8122-46180	Other Expenses	38,950	8,471	30,479
Main Courthouse	4836-8122-46300	General Construction	606,913	24,423	582,490
Main Courthouse	4836-8122-46900	Contingency	62,087	62,087	-
TOTAL CHANGES				803,441	

SECTION VII. THE FOLLOWING PARK IMPROVEMENT PROJECT FUND (4837) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Park Improvement	4837-3920-38100	Investment Earnings	74,797	42,682	117,479
Park Improvement	4837-3930-39780	Transfer from Capital Projects	514,646	491,595	1,006,241
TOTAL CHANGES				534,277	

SECTION VIII. THE FOLLOWING PARK IMPROVEMENT PROJECT FUND (4837) REVENUE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Park Improvement	4837-3930-39700	Transfer from General Fund	1,402,000	352,000	1,050,000
TOTAL CHANGES				352,000	

SECTION IX. THE FOLLOWING PARK IMPROVEMENT PROJECT FUND (4837) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Park Improvement	4837-8117-46140	Architect & Engineering	137,000	11,000	148,000
Park Improvement	4837-9800-49500	Transfer to General Fund	-	1,105,500	1,105,500
Park Improvement	4837-9800-49582	Transfer to Historic Courthouse	-	40,127	40,127
TOTAL CHANGES				1,156,627	

SECTION X. THE FOLLOWING PARK IMPROVEMENT PROJECT FUND (4837) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Park Improvement-Children's	4837-8116-46180	Other Expenses	7,620	3,841	3,779
Park Improvement-Children's	4837-8116-46300	General Construction	565,274	49,090	516,184
Park Improvement-Children's	4837-8116-46411	Capital Outlay \$5000 & Above	150,000	50	149,950
Park Improvement-Children's	4837-8116-46900	Contingency	20,000	20,000	-
Park Improvement-Horton	4837-8117-46180	Other Expenses	7,620	249	7,371
Park Improvement-Horton	4837-8117-46300	General Construction	1,179,108	811,474	367,634
Park Improvement-Horton	4837-8117-46411	Capital Outlay \$5000 & Above	150,000	50	149,950
Park Improvement-Horton	4837-8117-46900	Contingency	25,000	25,000	-
Park Improvement-Temple	4837-8118-46180	Other Expenses	7,880	2,361	5,519
Park Improvement-Temple	4837-8118-46300	General Construction	451,860	8,238	443,622
Park Improvement-Temple	4837-8118-46900	Contingency	10,000	10,000	-
Park Improvement-OT Sloan	4837-8119-46180	Other Expenses	7,815	4,748	3,067
Park Improvement-OT Sloan	4837-8119-46300	General Construction	487,332	1,749	485,583
Park Improvement-OT Sloan	4837-8119-46900	Contingency	37,500	37,500	-
TOTAL CHANGES				974,350	

SECTION XI. THE FOLLOWING LCGC RENO PROJECT FUND (4838) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
LCGC Reno	4838-3920-38100	Investment Earnings	79,038	54,756	133,794
		TOTAL CHANGES		54,756	

SECTION XII. THE FOLLOWING LCGC RENO PROJECT FUND (4838) REVENUE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
LCGC Reno	4838-3930-39700	Transfer from General Fund	692,450	406,350	286,100
		TOTAL CHANGES		406,350	

SECTION XIII. THE FOLLOWING LCGC RENO FUND (4838) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
LCGC Reno	4838-8100-46140	Architect & Engineering	185,000	6,781	191,781
LCGC Reno	4838-8100-46300	General Construction	4,271,650	47,947	4,319,597
LCGC Reno	4838-8100-46180	Other Expenses	590,000	128,000	718,000
LCGC Reno	4838-9800-49582	Transfer to Historic Courthouse Proj	-	31,858	31,858
		TOTAL CHANGES		214,586	

SECTION XIV. THE FOLLOWING LCGC RENO PROJECT FUND (4838) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
LCGC Reno	4838-8100-46900	Contingency	576,180	566,180	10,000

SECTION XV. THE FOLLOWING BOB HALES REC CENTER FUND (4842) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Bob Hales Rec Center	4842-8100-46140	Architect & Engineering	49,550	5,500	55,050
Bob Hales Rec Center	4842-9800-49582	Transfer to Historic Courthouse prj	-	153,839	153,839
		TOTAL CHANGES		159,339	

SECTION XVI. THE FOLLOWING BOB HALES REC CENTER PROJECT FUND (4842) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Bob Hales Rec Center	4842-8100-46300	General Construction	510,825	113,043	397,782
Bob Hales Rec Center	4842-8100-46900	Contingency	85,625	46,296	39,329
				159,339	

SECTION XVII. THE FOLLOWING HISTOIC COURTHOUSE PROJECT FUND (4843) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Historic Courthouse	4843-3930-39780	Transfer From Capital Projects	53,036	540,325	593,361
		TOTAL CHANGES		540,325	



SECTION XVIII. THE FOLLOWING HISTORIC COURTHOUSE PROJECT FUND (4843) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Historic Courthouse	4843-8100-46140	Architect & Engineering	89,548	50,000	139,548
Historic Courthouse	4843-8100-46300	General construction	765,139	450,000	1,215,139
Historic Courthouse	4843-8100-46900	Contingency	2,589	40,325	42,914
TOTAL CHANGES				<u>540,325</u>	

*Kirk Smith*  
 KIRK SMITH, CHAIR

*Hailey Hall*  
 HAILEY HALL, CLERK TO THE BOARD



Proposal Prepared For

# Lee County

## Lee County EOC RFP



4018 Patriot Dr  
Suite 180  
Durham, NC 27703  
(919) 806-1009  
Fax: 919-806-1016  
[www.avispl.com](http://www.avispl.com)

**Prepared by:** Andrew Staley  
[Andrew.Staley@avispl.com](mailto:Andrew.Staley@avispl.com)  
**Proposal no:** 431391-6, CR-001



### Investment Summary

Prepared For:	<b>Matt Britt</b>
	<b>Lee County</b>
	<b>408 Summit Drive</b>
	<b>Sanford, NC 27330-3840</b>

Prepared By:	<b>Andrew Staley</b>
Date Prepared:	<b>01/10/2024</b>
Proposal #:	<b>431391-6, CR-001</b>
Valid Until:	<b>02/10/2024</b>

<b>Total Equipment Cost</b>	<b>\$156.13</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$0.00</b>
--	---------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

<b>Direct Costs</b>	<b>\$0.00</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$4.96</b>
-------------------------------------	---------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$8.43</b>
--	---------------

Includes post-installation support and maintenance options selected for installed rooms

<b>Subtotal</b>	<b>\$169.52</b>
<b>Tax</b>	<b>\$11.87</b>
<b>Total</b>	<b>\$181.39</b>

**\* ANY and all applicable taxes will be included upon invoicing**

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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## Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

### Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

### Buyer Acceptance

Lee County Government  
Buyer Legal Entity

Kirk D. Smith  
Buyer Authorized Signature

Kirk D. Smith  
Buyer Authorized Signatory Name

Board of Commissioners Chairman  
Buyer Authorized Signatory Title

1-9-2024  
Date

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

Candace Jeanen  
Finance Officer, Lee County

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**Room Summary - EOC Phase 1**

**Equipment List**

Mfg	Model	Description	Qty	Unit Price	Extended Price
SAMSUNG	SAMQB65B	**LCD, 65" 4K/UHD 350NIT 55LB 4000:1 CONT W/ SPKS 16/7	-1	\$878.67	(\$878.67)
SAMSUNG	SAMQB65C	LCD, 65" 4K/UHD 350NIT 53LB VA	1	\$1,034.80	\$1,034.80
				<b>Subtotal</b>	<b>\$156.13</b>

**Room Support and Maintenance**

**Elite Maintenance Services - Room; 8-months**

**\$8.43**

<b>Equipment Total</b>	<b>\$156.13</b>
<b>Installation Materials</b>	<b>\$0.00</b>
<b>Professional Services</b>	<b>\$0.00</b>
<b>Direct Costs</b>	<b>\$0.00</b>
<b>General &amp; Administrative</b>	<b>\$4.96</b>
<b>Services - Room Support and Maintenance</b>	<b>\$8.43</b>
<b>Subtotal</b>	<b>\$169.52</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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**HISTORICAL ANALYSIS OF SALES TAX RECEIVED**  
*Based on actual monthly distributions*

	POPULATION	JULY	AUGUST	SEPTEMBER	1st QUARTER	OCTOBER	NOVEMBER	DECEMBER	2nd QUARTER	3rd QUARTER	4th QUARTER	TOTAL	PERIOD % change
<b>ARTICLE 39</b>													
FY 23-24	583,715.93	778,463.51	768,696.69	2,130,876.13	765,513.21	-	-	765,513.21	-	-	2,292,118.97	2,896,389.34	0.75%
FY 22-23	717,323.99	698,974.21	738,924.06	2,155,222.26	719,607.81	713,552.53	821,915.68	2,255,076.02	2,111,729.61	-	2,288,847.88	8,814,146.86	6.66%
FY 21-22	678,928.61	592,705.61	695,894.99	1,967,529.21	600,653.30	685,751.63	792,665.59	2,079,070.52	1,928,321.79	1,846,574.05	2,048,429.02	7,510,540.84	10.03%
FY 20-21	576,215.81	586,136.92	653,881.92	1,816,234.65	597,753.76	465,192.69	736,356.67	1,799,303.12	1,540,141.76	1,534,708.12	1,697,028.61	6,258,845.82	20.04%
FY 19-20	479,134.82	493,984.93	511,847.58	1,484,967.33	402,880.33	510,090.71	621,737.08	1,534,708.12	1,400,161.52	1,421,622.58	-	5,811,597.44	7.66%
FY 18-19	457,178.26	458,428.55	448,928.20	1,364,535.01	485,766.98	528,799.75	610,711.60	1,625,278.33	-	-	-	-	5.37%
<b>ARTICLES 40 &amp; 42</b>													
FY 23-24	800,686.41	901,545.25	850,067.75	2,552,299.41	856,620.48	-	-	856,620.48	-	-	2,615,700.26	3,408,919.89	0.98%
FY 22-23	847,973.49	847,273.26	853,474.99	2,548,721.74	826,963.10	812,037.23	948,407.67	2,587,408.00	2,375,333.59	2,187,602.67	2,587,839.98	10,127,163.59	7.52%
FY 21-22	761,516.92	717,462.12	761,836.66	2,240,815.70	715,922.62	788,185.43	898,544.22	2,402,652.27	1,958,910.72	1,958,910.72	2,227,476.88	9,418,910.62	15.82%
FY 20-21	648,664.99	619,725.88	671,337.32	1,939,728.19	638,437.72	594,681.29	772,919.46	2,006,038.47	1,638,881.44	1,638,881.44	1,814,977.14	6,926,862.29	17.40%
FY 19-20	564,735.21	575,867.44	568,922.73	1,709,525.38	534,647.41	578,622.25	650,208.67	1,763,478.33	1,553,618.94	1,744,766.09	1,703,309.15	6,544,464.10	5.84%
FY 18-19	506,396.05	523,627.70	512,746.17	1,542,769.92	529,845.32	579,069.18	635,851.59	1,744,766.09	-	-	-	-	5.87%
<b>ARTICLE 44</b>													
FY 23-24	34,160.28	34,160.28	34,160.28	102,480.84	34,160.28	-	-	34,160.28	-	-	97,238.73	136,641.12	7.81%
FY 22-23	31,686.59	31,686.59	31,686.59	95,059.77	31,686.59	31,691.98	31,691.98	95,070.55	95,075.94	82,525.28	86,501.12	332,444.99	14.65%
FY 21-22	27,408.95	27,408.95	27,422.98	82,240.88	27,408.95	27,465.47	27,426.55	82,300.87	71,907.97	71,907.97	75,402.11	291,212.05	14.54%
FY 20-21	23,969.61	23,969.61	23,963.43	71,922.65	23,969.61	23,969.13	23,969.13	71,907.97	69,464.81	69,464.81	72,111.34	280,518.85	3.81%
FY 19-20	23,154.11	23,154.11	23,153.31	69,461.53	23,153.96	23,155.12	23,155.73	69,464.81	66,005.99	66,005.99	66,526.87	263,293.65	6.54%
FY 18-19	21,708.82	21,783.65	21,922.09	65,414.56	21,708.82	21,766.26	21,871.15	65,346.23	-	-	-	-	5.69%
<b>ARTICLE 46</b>													
FY 23-24	221,334.36	287,007.21	274,212.50	782,554.07	278,861.80	-	-	278,861.80	-	-	831,562.29	1,061,415.87	2.16%
FY 22-23	259,432.95	257,717.63	259,461.50	776,612.08	262,313.44	254,268.50	294,375.25	810,957.19	756,163.47	686,084.84	822,373.74	3,175,295.03	6.88%
FY 21-22	242,967.36	218,170.77	249,641.68	710,779.81	216,463.70	247,588.59	287,621.72	751,674.01	644,882.55	644,882.55	730,420.04	2,970,912.40	12.44%
FY 20-21	204,990.07	213,516.82	225,896.55	644,403.44	208,461.39	166,637.14	247,522.56	622,621.09	546,792.07	546,792.07	578,630.15	2,642,327.12	21.42%
FY 19-20	172,364.97	175,693.54	179,619.64	527,678.15	149,205.09	180,583.09	217,003.89	546,792.07	489,534.17	489,534.17	511,154.72	2,176,136.55	6.13%
FY 18-19	159,989.39	163,400.99	153,817.60	477,207.98	171,618.55	188,915.32	212,043.39	572,577.26	-	-	-	2,050,474.13	5.47%
<b>TOTAL</b>													
FY 23-24	1,639,896.98	2,001,176.25	1,927,137.22	5,568,210.45	1,935,155.77	-	-	1,935,155.77	-	-	5,836,620.25	7,503,366.22	1.18%
FY 22-23	1,856,417.02	1,835,651.69	1,840,547.14	5,575,615.85	1,840,570.94	1,811,550.24	2,096,390.58	5,748,511.76	5,338,302.61	4,894,534.58	5,785,562.72	22,499,050.47	7.20%
FY 21-22	1,710,821.84	1,555,747.45	1,734,796.31	5,001,365.60	1,560,448.57	1,748,991.12	2,006,258.08	5,315,697.77	4,884,534.58	4,522,346.74	5,081,728.05	18,576,234.27	12.98%
FY 20-21	1,453,840.48	1,443,349.23	1,575,099.22	4,472,288.93	1,468,622.48	1,250,480.25	1,780,767.82	4,499,870.55	3,771,540.55	3,771,540.55	4,162,747.24	15,640,363.51	18.77%
FY 19-20	1,299,389.11	1,268,700.02	1,283,543.26	3,791,632.39	1,109,886.79	1,292,451.17	1,512,105.37	3,914,443.33	3,509,320.62	3,509,320.62	3,702,613.32	14,669,829.32	6.62%
FY 18-19	1,145,272.52	1,167,240.89	1,137,414.06	3,449,927.47	1,208,939.67	1,318,550.51	1,480,477.73	4,007,967.91	-	-	-	-	5.61%

Lee County  
Sales Tax Distribution  
2023-2024

Date	For the Month of	Total Distribution	Article 39		Article 40		Article 42		Article 44	Art. 44 *524	Article 46
			Article 39	Total	Co. (70%)	Sch (30%)	Total	Co. (40%)			
Jul-23		1,639,896.98	583,715.93	442,803.64	309,962.55	132,841.09	143,153.11	214,729.66	-	34,160.28	221,334.36
Aug-23		2,001,176.25	778,463.51	451,854.36	316,298.05	135,556.31	179,876.36	269,814.53	-	34,160.28	287,007.21
Sep-23		1,927,137.22	768,696.69	417,048.97	291,934.28	125,114.69	173,207.51	259,811.27	-	34,160.28	274,212.50
1st qtr totals		5,568,210.45	2,130,876.13	1,311,706.97	918,194.88	393,512.09	496,236.98	744,355.46	-	102,480.84	782,554.07
Oct-23		1,935,155.77	765,513.21	420,943.13	294,660.19	126,282.94	174,270.94	261,406.41	-	34,160.28	278,861.80
Nov-23											
Dec-23											
2nd qtr totals		1,935,155.77	765,513.21	420,943.13	294,660.19	126,282.94	174,270.94	261,406.41	-	34,160.28	278,861.80
Jan-24											
Feb-24											
Mar-24											
3rd qtr totals		-	-	-	-	-	-	-	-	-	-
Apr-24											
May-24											
Jun-24											
4th qtr totals		-	-	-	-	-	-	-	-	-	-
Grand total		7,503,366.22	2,896,389.34	1,732,650.10	1,212,855.07	519,795.03	670,507.92	1,005,761.87	-	136,641.12	1,061,415.87
Budget		7,503,366.22	11,146,397.00	5,412,572.00	3,788,801.00	1,623,771.00	2,165,029.00	3,247,544.00	-	398,754.00	3,349,555.00
% of budget received			25.98%		32.01%	32.01%	30.97%	30.97%		34.27%	31.69%



**COUNTY-WIDE**  
**HISTORICAL ANALYSIS OF SALES TAX RECEIVED**  
*Based on actual monthly distributions*

	Population	ARTICLE 39										Total	Period % change	
		1st QUARTER	OCTOBER	NOVEMBER	DECEMBER	2nd QUARTER	3rd QUARTER	4th QUARTER						
FY 23-24		3,544,278.44	1,239,918.85	1,147,249.66	1,327,769.27	1,239,918.85	-	-	-	-	-	-	4,784,197.29	2.24%
FY 22-23		3,517,453.71	1,161,948.21	1,104,702.87	1,270,045.13	3,636,967.14	3,382,512.33	3,725,592.70	3,668,644.37	14,262,525.88	7.44%			
FY 21-22		3,160,295.47	980,966.40	785,084.67	1,151,350.60	3,355,714.40	3,090,568.31	3,668,644.37	3,275,222.55	11.77%				
FY 20-21		2,859,372.69	941,220.32	819,213.47	968,821.40	2,877,655.59	2,900,242.50	3,239,677.82	11,876,948.60	19.24%				
FY 19-20		2,398,877.55	688,771.88	836,351.43	947,759.85	2,476,806.75	2,415,016.01	2,670,091.31	9,960,791.62	7.22%				
FY 18-19		2,183,196.42	766,656.38	836,351.43	947,759.85	2,550,767.66	2,225,516.25	2,330,519.33	9,289,999.66	5.32%				
ARTICLES 40 & 42														
FY 23-24		3,495,744.59	1,173,266.11	1,101,481.27	1,286,459.86	1,173,266.11	-	-	-	-	-	-	4,669,010.70	1.97%
FY 22-23		3,457,192.86	1,121,727.37	1,067,624.07	1,217,108.82	3,509,668.50	3,222,001.89	3,571,845.53	13,760,708.78	7.83%				
FY 21-22		3,035,261.37	969,741.62	807,332.29	1,049,306.34	3,254,474.51	2,963,182.50	3,508,635.38	12,761,553.76	15.64%				
FY 20-21		2,633,352.08	866,735.51	784,141.92	881,154.98	2,723,374.14	2,659,394.03	3,019,423.77	11,035,544.02	17.52%				
FY 19-20		2,316,728.29	724,547.76	783,188.78	859,986.77	2,389,844.66	2,220,992.46	2,462,826.14	9,390,391.55	6.05%				
FY 18-19		2,086,590.21	716,613.69	783,188.78	859,986.77	2,359,789.24	2,101,263.49	2,306,908.04	8,854,550.98	5.70%				
ARTICLE 44														
FY 23-24		140,362.41	46,787.47	42,988.33	42,988.33	46,787.47	-	-	-	-	-	-	187,149.88	8.86%
FY 22-23		128,943.03	42,981.01	37,202.92	37,150.20	128,957.67	128,964.99	132,764.13	519,629.82	14.98%				
FY 21-22		111,398.09	37,126.36	32,540.21	32,540.21	111,479.48	111,783.31	117,281.41	451,942.29	14.36%				
FY 20-21		97,641.37	32,540.87	31,379.55	31,380.37	97,621.29	97,718.43	102,207.93	395,189.02	3.92%				
FY 19-20		94,133.39	31,377.95	29,438.79	29,580.66	94,137.87	94,160.06	97,841.94	380,273.26	6.75%				
FY 18-19		88,472.92	29,361.09	29,438.79	29,580.66	88,380.54	89,272.87	90,097.97	356,224.30	5.51%				
ARTICLE 46														
FY 23-24		782,554.07	278,861.80	254,268.50	294,375.25	278,861.80	-	-	-	-	-	-	1,061,415.87	2.16%
FY 22-23		776,612.08	262,313.44	247,588.59	287,621.72	810,957.19	756,163.47	831,562.29	3,175,295.03	6.88%				
FY 21-22		710,779.81	216,463.70	166,637.14	247,522.56	751,674.01	686,084.84	822,373.74	2,970,912.40	12.44%				
FY 20-21		644,403.44	208,461.39	180,583.09	217,003.89	622,621.09	644,882.55	730,420.04	2,642,327.12	21.42%				
FY 19-20		527,678.15	149,205.09	188,915.32	212,043.39	546,792.07	523,036.18	578,630.15	2,176,136.55	6.13%				
FY 18-19		477,207.98	171,618.55	188,915.32	212,043.39	572,577.26	489,534.17	511,154.72	2,050,474.13	5.47%				
TOTAL														
FY 23-24		7,962,939.51	2,738,834.23	2,545,987.76	2,951,592.71	2,738,834.23	-	-	-	-	-	-	10,701,773.74	2.22%
FY 22-23		7,880,201.68	2,588,970.03	2,457,118.45	2,811,925.87	8,086,550.50	7,489,642.68	8,261,764.65	31,718,159.51	7.67%				
FY 21-22		7,017,734.74	2,204,298.08	1,791,594.31	2,480,719.71	7,473,342.40	6,851,618.96	8,116,934.90	29,459,631.00	13.52%				
FY 20-21		6,234,769.58	2,048,958.09	1,815,318.03	2,098,360.64	6,321,272.11	6,302,237.51	7,091,729.56	25,950,008.76	18.45%				
FY 19-20		5,337,417.38	1,593,902.68	1,837,894.32	2,049,370.67	5,507,581.35	5,252,204.71	5,809,389.54	21,907,592.98	6.60%				
FY 18-19		4,835,467.53	1,684,249.71	1,837,894.32	2,049,370.67	5,571,514.70	4,905,586.78	5,238,680.06	20,551,249.07	5.50%				

**NORTH CAROLINA, LEE COUNTY**  
Presented for registration on this 29<sup>th</sup> day  
of Jan 20, 2024 at 8:45 AM PM  
recorded in Book 310 Page 867  
Pamela G. Britt, Register of Deeds