



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

January 22, 2024

MINUTES

Roll Call

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

Absent: Bill Carver

CALL TO ORDER

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add item IV.B Update on the National Fitness Campaign Court at Kiwanis Family Park to the Agenda.

The Chairman then introduced Olivia O'Shaughnessy, the Youth Council representative present at tonight's meeting.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

II.A Minutes from the January 8, 2024 Regular Meeting

BOC Regular Meeting Minutes_1-8-24_Final.docx

II.B Funding Resolution to Direct the Expenditure of Opioid Settlement Funds

Opioid Settlement Funding Resolution

II.C Budget Amendment # 01/22/24/09

Budget Amendment Packet 1-22-24.pdf

II.D Refund and Release Report for December 2023

Gen Statute 105.docx

RELEASE CODES SPREADSHEET.xls

December 2023 Personal Property Abatement Report.pdf

December 2023 Real Property Abatement Report.pdf

II.E Lee County Government Center Exterior Wall Restoration and Waterproofing

Proposal P24RAL-014 Lee Co. Govnt. Ctr. Ext. Wall Restore. CD.pdf

Mini_Brooks_REI_LCGC Ext. Wall Restoration and Waterproofing.pdf

II.F Approval of Application for the State and Local Cybersecurity Grant

2023 SLCGP Grant Application Guidance_2.pdf

II.G Proclamation Honoring and Recognizing Special Contributions to Lee County

II.H Resolution of Support for the Chatham and Harnett Health Sciences Centers to be

Included in Central Carolina Community College's Full-Time Enrollment

Calculations CCCC Resolution of Support_final.docx

II.I Request to Accept S.L. 2023-134 Section 2.2 FY24 Direct Grant Funds

II.J Appoint County Representatives to the Trillium Health Resources Regional Advisory Board

III. PUBLIC COMMENTS

No public comments were received.

IV. OLD BUSINESS

IV.A Nonprofit Funding Policy Amendment

Budget and Management Analyst Ben McQueary presented an amendment to the current Nonprofit Funding Policy. The Board gave consensus at the Board Retreat to draft the amendment to include requirements that all new nonprofit funding be done on a reimbursable basis. Services eligible for reimbursement must be deemed necessary for the public good of Lee County and ones that the County could reasonably provide. A copy of the proposed policy is attached and incorporated into these minutes. County Manager Lisa Minter said that the current policy setting a minimum of \$ 2,000 and maximum of \$10,000 would be removed with the proposed amendment. The cap of \$65,000 for total allocation to non-profits remains in place. Mr. McQueary said staff will notify current nonprofits and run an advertisement in the Sanford Herald in February when the application window opens.

Current Nonprofit funding policy (5-16-22).pdf

Proposed Nonprofit Funding Policy (01-22-24).pdf

Motion: Motion to approve the Nonprofit Funding Policy amendment.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

IV.B Update on the National Fitness Campaign Court at Kiwanis Family Park

This item was added onto the Agenda.

Parks and Recreation Director Joseph Keel provided an update to the Board regarding ADA compliance for the National Fitness Campaign Court at Kiwanis Family Park. National Fitness Campaign provided additional information on the accessibility of the court, a copy of which is attached and incorporated into these minutes. National Fitness evaluated all County parks and determined that the KFP location is the most conducive for the court. There is currently a paved sidewalk from the parking lot to the bridge leading towards the mesh-screen trail. The bridge and mesh-screen trail are not ADA compliant. Mr. Keel said the trail was purposefully designed that way in order to offer residents a softer surface to run or walk on, rather than asphalt or cement. Commissioner Taylor Vorbeck asked about looking into making the bridge ADA compliant and paving to the court. Staff will evaluate that the cost and the distance from the parking lot to the court and report back to the Board.

Commissioner Reives asked if any additional information regarding a skate park had been received from other municipalities and counties. Mr. Keel said his department only received one response from across the state, which was the Town of Troy. Their project was completed on County-owned property and was a turnkey project costing \$665,000.

NFC Fitness Court Accessibility Overview.pdf

V. NEW BUSINESS

V.A Proclamation Recognizing Black History Month

Chairman Smith presented and read aloud a Proclamation Recognizing Black History Month.

Motion: Motion to approve the Proclamation Recognizing Black History Month.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

Motion Result: Passed

V.B Shelter/Restroom facility at OT Sloan T-Ball Complex

Parks and Recreation Director Joseph Keel said the O.T. Sloan T-Ball complex facility has been successful with 320 players in both the spring and fall leagues. Staff has provided port-a-johns for use at the complex, since there is not a restroom in close proximity. In 2023, staff prepped the site and completed architect and engineering services for restrooms at the complex. Water, sewer, and electrical have all been run to the site. The County has a quote from Churchich for \$92,449.50 to build a restroom shelter complex under Sourcewell Contract #012621, which satisfies bidding requirements associated with this purchase. Mr. Keel said the project did not include space for concessions but does have a pad for a food truck and Parks and Recreation receives 10% of all food truck revenues. This restroom is double the size of the structure located at Temple Park and will include two men's and two women's stalls. General Services will maintain the facility. The architect provided a mop sink and storage for cleaning supplies within the plan. The structure will be located in the middle of the T-Ball Complex.

1.11.24 Quote.pdf

Temple Park.png

Churchich Agreement OT Sloan Restroom Upgrade.doc

Motion: Motion to approve

Mover: Mark Lovick

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

Absent: 1 - Bill Carver

Motion Result: Passed

VI. MANAGERS' REPORTS

VI.A December 2023 Financial Report

Finance Director Candace Iceman provided the December 2023 Financial Report. Ad valorem collections are at 83.91% of the adopted budget, and the target for expenditures at this point in the fiscal year is 50%.

December 2023.pdf

VI.B County Manager's Monthly Report for January 2024

County Manager Lisa Minter provided her monthly Manager's Report, a copy of which is attached and incorporated into these minutes. There is a small amount of ARPA funding that has not been committed yet. Ms. Minter will provide that information to the Board at an upcoming meeting. Chairman Smith asked if there is a completion date for the historic courthouse project. Assistant County

Manager Jennifer Gamble said there is not a set date for completion yet; however, staff will ask for an extension on expending the funds for the project (which need to be spent by August of this year) and doesn't foresee any pushback from the State on this. The approval process for each component with the State has caused some delays. Clerk to the Board/Communications Specialist Hailey Hall said the February Board of Commissioners meetings are on the 5th and 19th.

County_Managers_Monthly_Report_January_22_2024.docx
Library_1.10.24 LCL Board Meeting Agenda.pdf
Library_2023_November&December_Director_Report.pdf
Library_11.8.23 LCL Board Meeting Minutes Approved.pdf
Parks and Rec Board_Nov Agenda_Oct Minutes.pdf
November 2023_Permit Issuance Report.pdf
December 2023_Permit Issuance Report.pdf
Tax_Monthly Managers Report December
2023.docx 2023 Annual CCPT Report-Final.docx
TRC Agenda_12-2023.pdf
TRC Agenda_1-2024.pdf

VII. COMMISSIONERS' COMMENTS

Commissioner Andre Knecht asked Assistant County Manager Angelina Noel and Senior Services Director Melanie Rogers to explain the Governor's Awards campaign run by the Enrichment Center. Ms. Rogers said people can nominate volunteers, including individuals, groups, or businesses, for these awards. Applications are available online on the County's website (www.leecountync.gov), though physical copies are also available at the Enrichment Center. Nominations are due February 7th.

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 6:46 p.m.

Mover: Taylor Vorbeck

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

Absent: 1 - Bill Carver

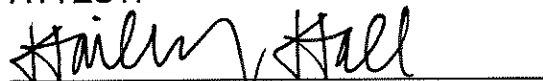
Motion Result: Passed



Kirk Smith, Chairman

Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board





**A RESOLUTION BY THE COUNTY OF LEE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Lee County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Lee County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Lee County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Collaborative Strategic Plan
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 1
 - d. Amount authorized for this strategy: \$75,000.
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Lee County Government will allocate responsibilities of the Opioid Funding Strategic Planning, reporting and

administration of settlement funds to the Assistant County Manager of Governmental Support. This position is a full-time benefited position for the County. This position will be responsible for leading Lee County's efforts required by the MOA and therefore these funds will cover a small portion of this position's salary. This position will be responsible for the coordination of the Opioid Settlement Funds to include coordination with multiple community partners to evaluate needs, access needed supplies, evaluate current and future funding streams to support services, work with the subcommittee and Board of Commissioners in providing updates to the strategic plan, develop annual reports, track expenditures and complete all reporting requirements for the use of funds.

g. Provider: Lee County Government, Administration

2. Second strategy authorized

a. Name of strategy: Evidence-based Addiction Treatment

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A: 2

d. Amount authorized for this strategy: \$900,000

e. Period of time during which expenditure may take place:

Start date January 22, 2024 through End date December 31, 2028

f. Description of the program, project, or activity: Increase access to evidence-based treatment for individuals with Opioid Use Disorder by providing funding for Medication-Assisted Treatment. The County will contract with approved, licensed MAT providers to cover treatment costs not covered by other resources.

g. Provider: County will submit RFP for eligible Office Based Opioid Treatment, OBOT and Opioid Treatment Programs, OTP providers who serve Lee County residents.

3. Third authorized strategy

a. Name of strategy: Recovery Support Services

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A: 3

d. Amount authorized for this strategy: \$275,000

e. Period of time during which expenditure may take place:

Start date January 22, 2024 through End date December 31, 2028

f. Description of the program, project, or activity: A full time certified PEER support specialist position will be hired within the Lee County Government Community Support Services Department to provide individuals in jail and the community support in treatment and recovery and to provide people who use drugs assistance in accessing treatment, recovery support, harm reduction services, healthcare or other services or support they need to improve their health and well-being as part of RENEW Lee County.

g. Provider: Lee County Government, Community Support Services Department

4. Fourth authorized strategy

a. Name of strategy: Employment-related Services

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A: 5

d. Amount authorized for this strategy: \$30,000

e. Period of time during which expenditure may take place:

Start date January 22, 2024 through End date December 31, 2028

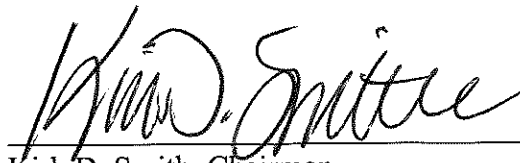
- f. Description of the program, project, or activity: Support Central Carolina Community College by providing tuition costs for job training classes for individuals in treatment and/or recovery with Opioid Use Disorder that are not covered by other resources.
 - g. Provider: Central Carolina Community College
5. Fifth authorized strategy
- a. Name of strategy: Naloxone Distribution
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 7
 - d. Amount authorized for this strategy: \$50,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Provide naloxone to organizations that distribute or administer naloxone to persons at risk of overdose or their social networks. Lee County will target those released from jail or prison specifically through our RENEW program.
 - g. Provider: Lee County Government, Community Support Services Department and Lee County Health Department
6. Sixth authorized strategy
- a. Name of strategy: Post-overdose Response Team
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 8
 - d. Amount authorized for this strategy: \$50,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Provide first responders, Community Social Worker and PEER Support Specialist with post overdose response kits that include educational information, naloxone, fentanyl test strips, and other supportive tools to persons who have overdosed, are at risk to overdose, or their social network.
 - g. Provider: Lee County Government, Community Support Services Department
7. Seventh authorized strategy
- a. Name of strategy: Syringe Service Program
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 9
 - d. Amount authorized for this strategy: \$5,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Support Lee County's Safe Syringe Program through the Lee County Health Department which contracts with the nonprofits Helping Hands Clinic and Health, Healing and Hope.
 - g. Provider: Lee County Government, Public Health Department
8. Eighth authorized strategy
- a. Name of strategy: Addiction Treatment for Incarcerated Persons
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 11
 - d. Amount authorized for this strategy: \$100,000
 - e. Period of time during which expenditure may take place:

Start date January 22, 2024 through End date December 31, 2028

- f. Description of the program, project, or activity: Support and provide payment for continuity of treatment to individuals who present to the Lee County Jail with a valid prescription from an approved, licensed MOUD treatment center if funding is not available through any other source.
 - g. Provider: Sanford Treatment Center
9. Ninth authorized strategy
- a. Name of strategy: Re-entry Programs
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A: 12
 - d. Amount authorized for this strategy: \$285,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Support Lee County's Re-entry Program in connecting individuals in the Lee County jail with addiction treatment, recovery support, harm reduction services, primary healthcare, or other services needed upon release by providing supplies and information to individuals being released from the Lee County jail or from North Carolina Department of Adult Corrections. A portion of this funding will also go to cover the costs of the re-entry services coordinator position who is responsible for linking services to individuals exiting the jail or the Department of Adult Corrections.
 - g. Provider: Lee County Government, Community Support Services Department
10. Tenth authorized strategy
- a. Name of strategy: Support People in Treatment and Recovery
 - b. Strategy is included in Exhibit B
 - c. Item letter and/or number in Exhibit B: Part 1, Section B, Item 7
 - d. Amount authorized for this strategy: \$50,000
 - e. Period of time during which expenditure may take place:
Start date January 22, 2024 through End date December 31, 2028
 - f. Description of the program, project, or activity: Provide funding through COLTS vouchers for transportation services to transport individuals to and from OUD treatment or recovery programs and treatment for any co-occurring SUD/MH conditions who lack alternative options.
 - g. Provider: Lee County Government, County of Lee Transit System, COLTS

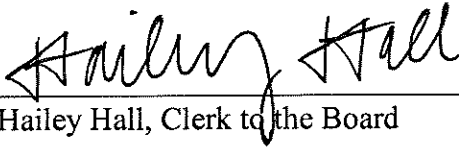
The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$1,820,000.

Adopted this the 22nd day of January, 2024.



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 1/22/24/09
 DATE: January 22, 2024

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance	1100-3990-39900	Fund Balance Appropriated	4,937,415	7,782	4,945,197
Health	1100-3510-33299	Medicaid Cost Settlement Funds	86,465	3,931	90,396
Other Revenue	1100-3930-38410	Non-Recurring State Grant	-	503,428	503,428
TOTAL CHANGES				<u>515,141</u>	

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

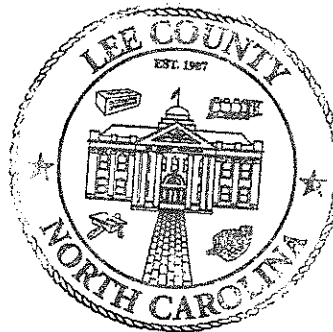
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Sheriff Grant	1100-4311-43310	Maintenance-Vehicles	-	7,782	7,782
Health	1100-5101-44170	Medical/Educational Supplies	8,213	92	8,305
Health	1100-5101-46400	Capital Outlay	-	3,583	3,583
Health	1100-5101-46415	Equipment < \$500	-	256	256
Human Services	1100-5817-48389	Non-recurring State Grants	-	503,428	503,428
TOTAL CHANGES				<u>515,141</u>	



 KIRK SMITH, CHAIR



 HAILEY HALL, CLERK TO THE BOARD



**Exemption from Architectural, Engineering and Surveying
Qualifications-Based Selection Process for Fees Less than
\$50,000**

Name of Project: LCGC Exterior Wall Restoration and Waterproofing
Responsible Department: Lee County General Services
Vendor: REI Engineers
Amount: \$40,425

N.C.G.S. 143-64.31 requires the initial selection and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services (collectively "design services") to be based on qualifications and without regard to fee, the qualification selection process must be announced and good faith efforts must be made to notify minority firms.

AND

N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for services from the qualifications based selection ("QBS") requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000 and the estimated professional fee for services for the above-described project is less than \$50,000.

Lee County proposes to enter into a contract for services for work on the above described project. The above described project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.

On March 16, 2020, the Lee County Board of Commissioners adopted a resolution exempting the government from requiring QBS procedures for eligible projects under G.S. 143-64.31 and authorized the County Manager to approve each project on a case-by-case basis and by signing below, has approved such exemption.

eSigned via SeamlessDocs.com
Ryan Faulk
Key: 281100d3db5d59239243d9c8efe77a33
Department Head

01-10-2024

Date

eSigned via SeamlessDocs.com
Ten Waterhouse
Key: 281100d3db5d59239243d9c8efe77a33
Assistant Finance Director

01-10-2024

Date

eSigned via SeamlessDocs.com
Lisa G. Minter
Key: 11129e5d9eab5a51e01461646a72c5
County Manager

01-11-2024

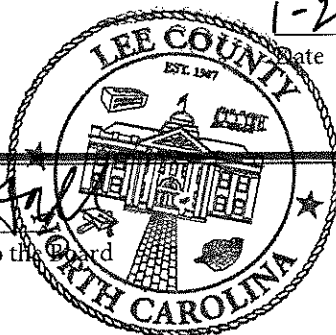
Date

Kirk D. Smith
Kirk D. Smith, Chairman
Lee County Board of Commissioners

1-22-2024

Date

ATTEST: *Hailey Hall*
HAILEY HALL, Clerk to the Board





**PROCLAMATION HONORING ROBERT “BOB” JOYCE
AND HIS CONTRIBUTIONS TO THE LEE COUNTY COMMUNITY**

WHEREAS, Robert “Bob” Joyce is a Lee County native, an East Carolina University graduate, and has worked in banking, insurance, and state and local government, including as a Grants Manager and Administrative Services Director/Interim Director of Inspections and Planning for Lee County; and

WHEREAS, Mr. Joyce was appointed the President of the Sanford Area Chamber of Commerce in 2006, then became Director of Economic Development in 2014 after the merging of the Chamber and the Lee County Economic Development Corporation in 2014, and retired as the Senior Director of Business Retention and Expansion of the Sanford Area Growth Alliance in 2023; and

WHEREAS, Mr. Joyce was named Economic Developer of the Year by the North Carolina Economic Developers Association in 2020; and

WHEREAS, Mr. Joyce has been instrumental in attracting and introducing a variety of industries and businesses to the Lee County community, while solidifying Sanford and Lee County’s brand among leading global site selectors as a top tier advanced manufacturing location; and

WHEREAS, not only did Mr. Joyce manage the recruitment process for three major projects — Bharat Forge, Audentes/Astellas, and Abzena, with an announced new capital investment of more than \$500 million and 1,005 announced new jobs — he also assisted with multiple existing business expansions, including Caterpillar, Pfizer, Frontier Spinning, GKN and Magneti Marelli, expanding the tax base by hundreds of millions of dollars and generating hundreds of new jobs; and


WHEREAS, it is the desire of the Lee County Board of Commissioners to congratulate the achievements of Mr. Joyce and to express appreciation to him for his dedicated service and many contributions to Lee County; and

NOW, THEREFORE, BE IT PROCLAIMED, by the Lee County Board of Commissioners that it recognizes and honors the more numerous projects Robert “Bob” Joyce has been a part of, resulting in a successful community, and it wishes for Mr. Joyce continued success in all his future endeavors.

Adopted this 22nd day of January, 2024.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board





**RESOLUTION OF SUPPORT FOR THE CHATHAM AND HARNETT HEALTH SCIENCES CENTERS
TO BE INCLUDED IN CENTRAL CAROLINA COMMUNITY COLLEGE'S
FULL-TIME ENROLLMENT CALCULATIONS**

WHEREAS, Central Carolina Community College (CCCC) has proudly served Chatham, Harnett, and Lee Counties for more than 50 years as a top-ranked public educational leader providing high quality, in-demand programs and training; and

WHEREAS, CCCC is leading an innovative workforce development ecosystem, developing a robust talent pipeline to support unprecedented economic growth in central North Carolina, supporting the healthcare sector, as well as more than eighty (80) area manufacturing industries; and

WHEREAS, CCCC receives \$1.2M in supplemental funding to operate the main campuses in Harnett and Chatham Counties through multi-campus center funding; and

WHEREAS, CCCC is the largest rural community college in North Carolina, with a service area geographically larger than the state of Rhode Island, meeting students where they are via twenty (20) sites and campuses; however, only students who attend classes on the Chatham Main Campus or the Harnett Main Campus are included in multi-campus center funding calculations; and

WHEREAS, any non-contiguous campuses, such as CCCC's new state-of-the-art Health Sciences Centers in Chatham and Harnett, are excluded from being counted toward the three hundred (300) Full-Time Enrollment (FTE) threshold required to obtain multi-campus center funding; and

WHEREAS, the location of the Centers were strategically picked by the respective County Commissioners to serve the counties effectively (and cost efficiently), while still maintaining the natural connection to the county-specific main campuses; and

WHEREAS, these Centers are considered to be part of the county-specific main campuses and share joint provosts, joint education navigators, joint financial aid representatives, the same libraries, the same bookstores, the same cash management/business office services, and have shared administrative assistants; and

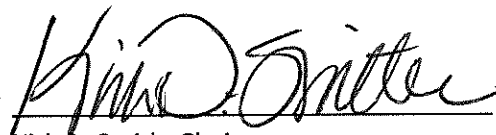
WHEREAS, arbitrarily excluding these sites' FTE from the county-specific main campus unduly burdens CCCC, limiting its ability to best provide training and education, and potentially impacting the college's funding; and

WHEREAS, this interruption in funding based on the unique nature of CCCC's counties/campuses is detrimental to students, industries, and the community at large served by CCCC; and

NOW, THEREFORE, BE IT RESOLVED that the Lee County Board of Commissioners supports the proposal for the NC General Assembly to adopt formal language to prevent the unintended consequences of SBC (1B SBCCC 200.3) (c)(9), with proposed wording as follows:

The Full-Time Enrollment (FTE) earned at Central Carolina Community College's Health Sciences Centers in Harnett (<3 miles) and Chatham Counties (< 9 miles) shall be included in the FTE calculation for the Harnett Main and Chatham Main multi-campus centers, respectively, as approved by the State Board of Community Colleges. The Health Sciences Centers are part of the operations of the Main Campuses and share programmatic and administrative support staff and services.

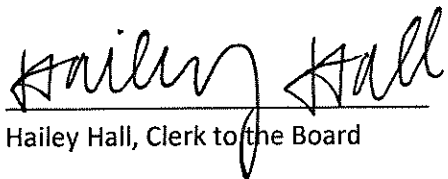
Presented this 22nd day of January, 2024.



Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board





LEE COUNTY GOVERNMENT
NORTH CAROLINA

Nonprofit Agency Reimbursable Funding Policy

Originally Adopted: February 11, 2011

Amended: January 22, 2024

Purpose: To establish a policy that ensures an accountable, objective, and fair process for submitting, reviewing, and approving nonprofit agency reimbursable funding requests for services that assist Lee County citizens.

Policy: Lee County Government has no statutory requirement to fund nonprofit agencies. Accordingly, it is the policy of the Board of Commissioners not to provide recurring annual funding to nongovernmental agencies. Notwithstanding the above, Lee County Government may, when circumstances warrant, elect to enter into a contract with a nonprofit agency to reimburse an agency for provided services that the County could provide; that complement or enhance a current vital County service at a reduced cost; that provide a service to the County through means that are more cost effective or operationally expedient than what the government can provide; or that fill in critical gaps that exist between government and community services. In each case, the Board of Commissioners will carefully review the need for the services, the nonprofit's plan for provision of services and its value to the County and the nonprofits' ability to be self-sufficient absent County funding.

Procedures:

1. Application Process

- A public notice announcing the annual review process for applications will be made on the County's website and in the *Sanford Herald* in February each year. This annual process is timed to complement the County's annual budget process.
- The application form will be available from the County's website, the Administration Office and the Lee County Library.
- Nonprofit agencies that have a compelling need for County funding, meeting the criteria of needed services, may complete the nonprofit funding application.
- Applications must be submitted fully completed with all required documents by the published deadline.
- Applications received after the published deadline will not be considered for inclusion in the annual budget for funding in that fiscal year. In exceptional circumstances as shown by an applicant, a late application may be considered by the Board of Commissioners, who may elect to grant funding only on an exceptional basis.
- Applications that are incomplete will be deemed ineligible for funding and will be returned to the nonprofit agency with an explanation of rejection.
- Submission of a complete and compelling application is no assurance of funding.
- A public hearing will be held on the County's budget, that will include the County Manager's recommendation of nonprofit funding amounts. Citizens can address concerns or support of the proposed nonprofit reimbursable funding during that process.

2. Review & Funding Process

- Eligible applications will be reviewed by the County Manager and his or her designees.
- The County is not obligated to fund any requests and submission of an application does not bind the County in any way to the nonprofit's request for funding.
- A recommendation for funding and a recommended maximum amount available for reimbursement for each approved agency will be presented to the Board of Commissioners for its consideration as part of the annual budget process.
- Upon the County Commissioners' approval of the annual budget, letters will be sent to the agencies who submitted applications for reimbursable funding notifying them of the outcome of their requests. If approved for reimbursable funding, the agency will coordinate with designated County staff for completion of the required contract, including the provision of all required documentation.
- The County will consider reimbursable funding on an annual basis only, unless the Board of Commissioners makes an exception. The Board of Commissioners' goal is to keep the total amount for nonprofit reimbursable funding at \$65,000 for all nonprofit service reimbursable funding requests. However, the Board of Commissioners has the final authority to increase or decrease the total funding.
- Applications for reimbursable funding are effective for one year. Each new budget year will require validation and a new submission for additional service-related reimbursable funding requests.

Reimbursable Funding Criteria: Applications will be reviewed and recommended for reimbursable funding based on the following:

- Must submit IRS tax-exempt letter stating 501(c)(3) nonprofit status.
- Must have been in existence for at least one year prior to application.
- Must submit completed application and all required documentation by published deadline.
- Must state community need for services and provide a service that meets the descriptions in the policy statement above.
- Must state achievable, outcome-based goals and outline a plan to meet goals
- Must not duplicate services already funded by Lee County, but may enhance or provide services more cost effectively or expediently.
- Must demonstrate diversity of funding sources.
- Must demonstrate financial stability.
- Must provide a service that is needed by the County and citizens in a safe, efficient, cost-effective manner.
- Must provide proof the nonprofit does not have any overdue taxes and is not on a debarment or suspension list.
- Must provide bonding of its financial officer in amount of \$10,000 or at an amount equal to the funding from Lee County, whichever is higher.

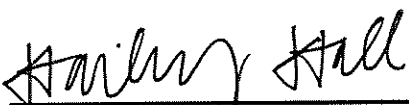
Requirements to Receive Funding:

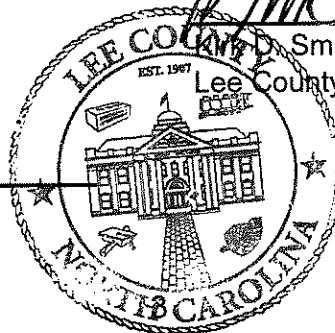
- Enter into a contract with Lee County for the delivery of services.
 1. The contract will include:
 - a. The scope of reimbursable services to be provided.

- b. Reimbursable payment arrangements and documentation required for reimbursement.
 - c. A requirement for performance monitoring and submission of an annual report documenting program success.
 - d. A list of required legal documents to be provided to the County.
- The maximum amount of reimbursable expenses allowable for each agency will be set by the budget and amended only in extraordinary circumstances and by Board approval.
 - The County, at its discretion, may require an examination of any agency's financial statements.
 - The County may withhold reimbursable funding at any time and may refuse reimbursement in its discretion for expenses it deems do not meet the terms of the contracted services or County policy.
 - No funds will be reimbursed for services the nonprofit receives full funding for from other sources, including but not limited to: insurance, grants, donations, Medicaid, volunteer services, existing agreements or arrangements for free services.
 - No funds will be reimbursed for services provided by any person employed by or volunteering for or donating services to the nonprofit agency. No expenses will be reimbursed for any salaries for any person employed by or volunteering with or donating services to the nonprofit agency. No expenses will be reimbursed for costs submitted by any persons who serve on the Boards or Committees of the nonprofit agency.
 - An annual performance report documenting the use of the County's funds and the accomplishments of the program will be submitted at the end of the fiscal year. At any time during the funding year, the County can request documentation as to the use of the County's funds and if this is not provided, the County can suspend current reimbursement. Failure to provide such documentation may be considered in future reimbursable funding requests.
 - Failure to comply with any of the above requirements may result in suspension of current reimbursement funding and/or elimination of future funding.
 - If, during the fiscal year of its contract, there is a major operational change of the structure of the organization, the organization must notify the County and be available to provide an update as to how the change may affect the organization as a whole, or any changes it may have on the County's reimbursable funding and/or services being provided to our citizens.
 - Any concerns or requests from the County must be met in a timely fashion by the organization, or reimbursable funding can be withheld by the County.

Adopted this 22nd day of January, 2024.

ATTEST:


 Hailey Hall, Clerk





Kim D. Smith, Chairman
 Lee County Board of Commissioners



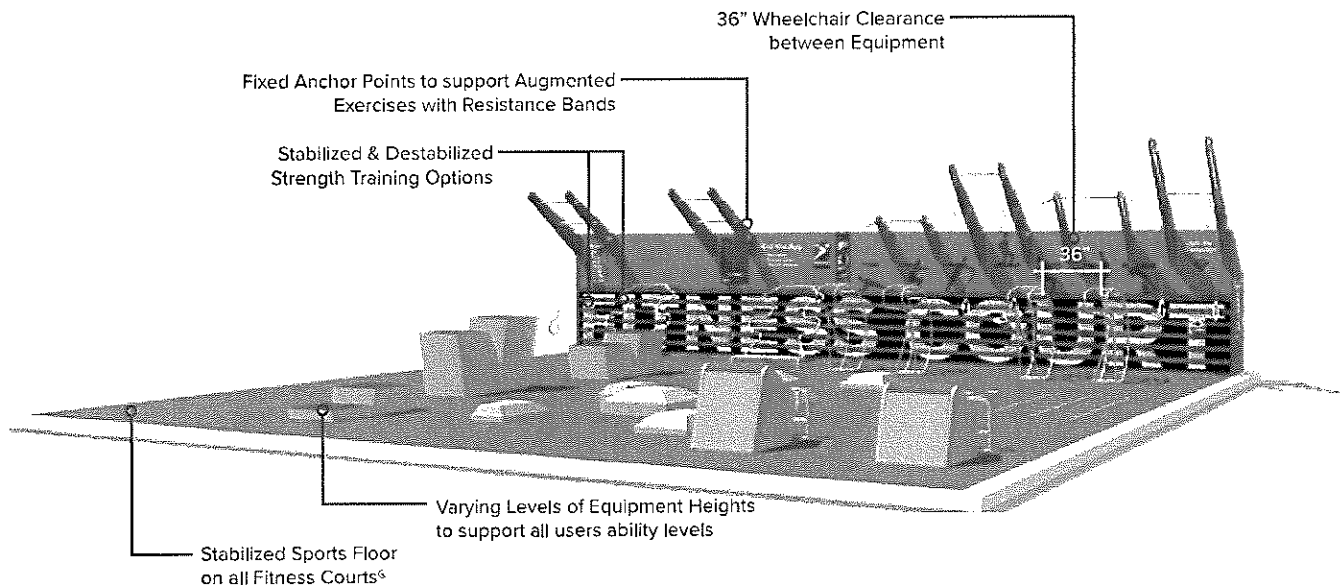
Fitness Court® Accessibility Overview

A Community Platform For All



Design DNA

The Fitness Court® is a comprehensive functional fitness circuit training facility. It includes an endless variety of training methods for adults of all ages and skill levels. The 7 Minute 7 Movement circuit training is designed specifically for the Fitness Court to provide a full body workout for all levels and leverages your body weight so you can improve over time. The Fitness Court® is 38'x38' in size and is roughly half the size of a standard tennis court. The design is the exact same in every location to ensure quality and usability for all.



Sports Floor

Every single Fitness Court® is required to have a continuous fully accessible sports floor that is easy to navigate and allows ease of wheelchairs, walkers, strollers and other assistance devices.

36" Clearance

The Fitness Court® was designed to allow a 30" path throughout the whole system & elements allowing proper wheel chair accessibility throughout.

Multi-Station

Each zone on the Fitness Court® is multi-station to allow users to utilize the same equipment & workouts with friends or spotters at the same time. It is important to NFC that the entire community is able to access the Fitness Court® and participate side-by-side.

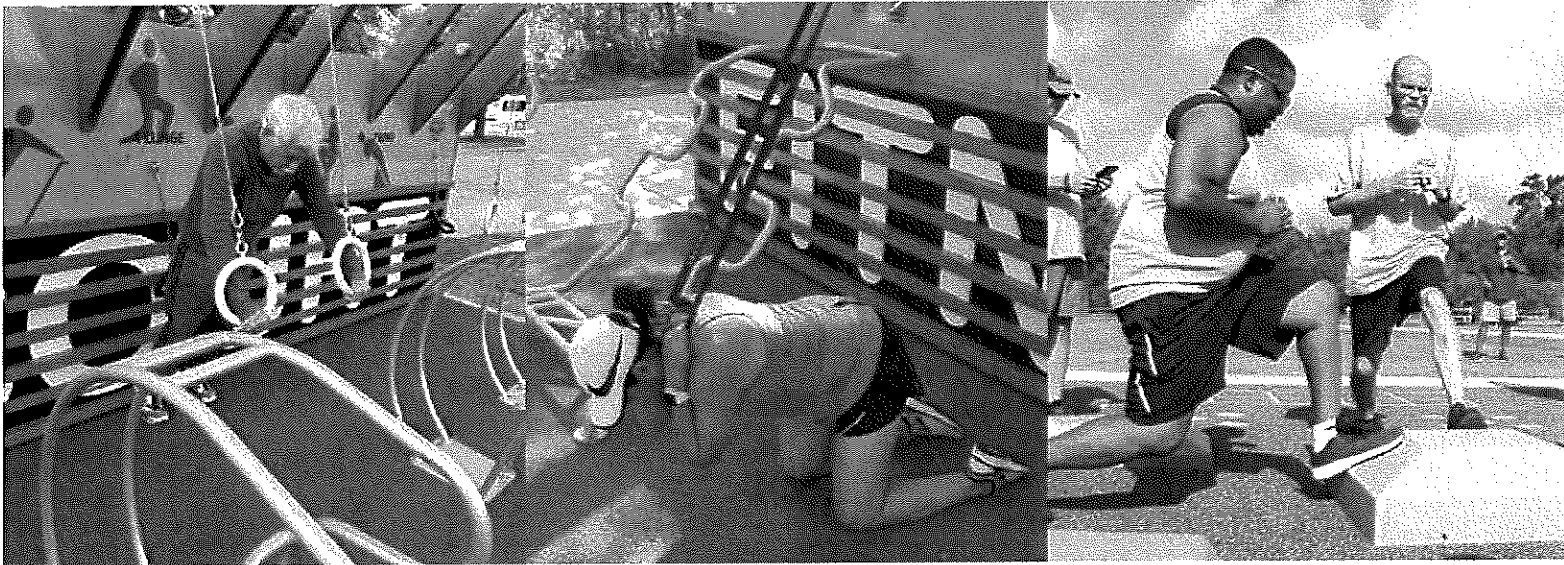


Fitness Court® Accessibility Overview

A Community Platform For All

Adults of All Ages & Ability Levels

The Fitness Court® is designed for adults of all ages and accommodates a variety of skill levels and abilities at each station, from beginner to expert. Each station allows users to leverage their bodyweight at different angles and levels of resistance as a tool to improve over time. The Fitness Court® is a powerful way to encourage physical activity and promote community wellness.



Progressive Foot Hold Strips Allow User to Leverage Body Weight and Progress Over Time

Fixed Anchor Points Support Augmented Exercises with Resistance Bands

Fit for Adults of All Ages and Ability Levels

Endless Variations & Activation

The Fitness Court supports progressive functional fitness for senior adults. Each of the seven basic movements supports activities of daily living, and each station provides users hundreds of different ways to leverage their own bodyweight for sustained health. This unique outdoor gym is a safe and effective tool for seniors to increase balance, encourage mobility, and reduce risk of injury. When integrated into a regular wellness practice, the Fitness Court supports core health, hip and joint flexibility, upper body strength and lower back stability.



Wheelchair Access at Destabilized Pull Rings



Wheelchair Access at Stabilized Pull Ladder



Wheelchair Access at Destabilized Pull Rings



Fitness Court® Accessibility Overview

A Community Platform For All

Engagement on the Fitness Court

NFC provides various opportunities to increase engagement on the Fitness Court®. Through the Ambassador program cities have the ability to run targeted classes and training for all ages and abilities. Classes ranging from Mobility and Balance series to 60+/Silver Sneakers programs have been help on the Fitness Court®. NFC supplies your community with training and annual routines and allows the local community to hold classes that are gear towards your specific user groups.



Balance Series
Tone the mind and body in a beautiful outdoor setting

Mobility Series
Maintain and restore joint health and range of motion



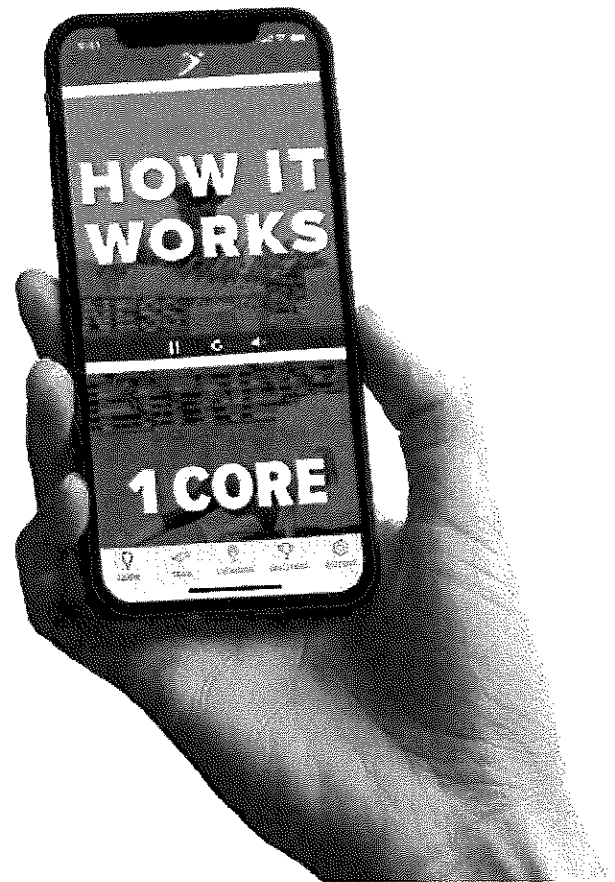
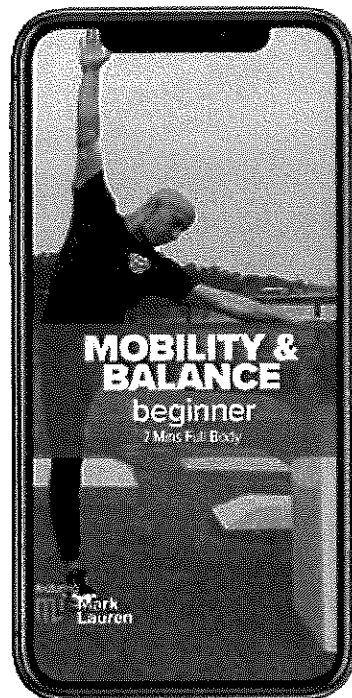
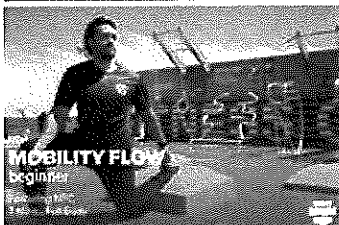
Challenge Series
Friendly competition for active adults in 3, 5 or 7 minute intervals

I'm encouraged, and glad to see the outdoor Fitness Court includes equipment to improve balance, which is key to preventing falls. It's free and open to the public, so no one would have any reason not to take advantage of it."

-Carol Claybaker, Senior Resident of Janesville, WI

The Fitness Court® App

The Fitness Court® App is your digital gateway to the ecosystem and your personal coach in your pocket. Learn the moves at varying levels and understand the 7 Minute-7 Movement rotation. Moves can be adjusted as needed for ability levels. New workouts from world renowned trainers constantly updated to the app showcasing specialized routines like the Mobility & Balance and Mobility Flow.



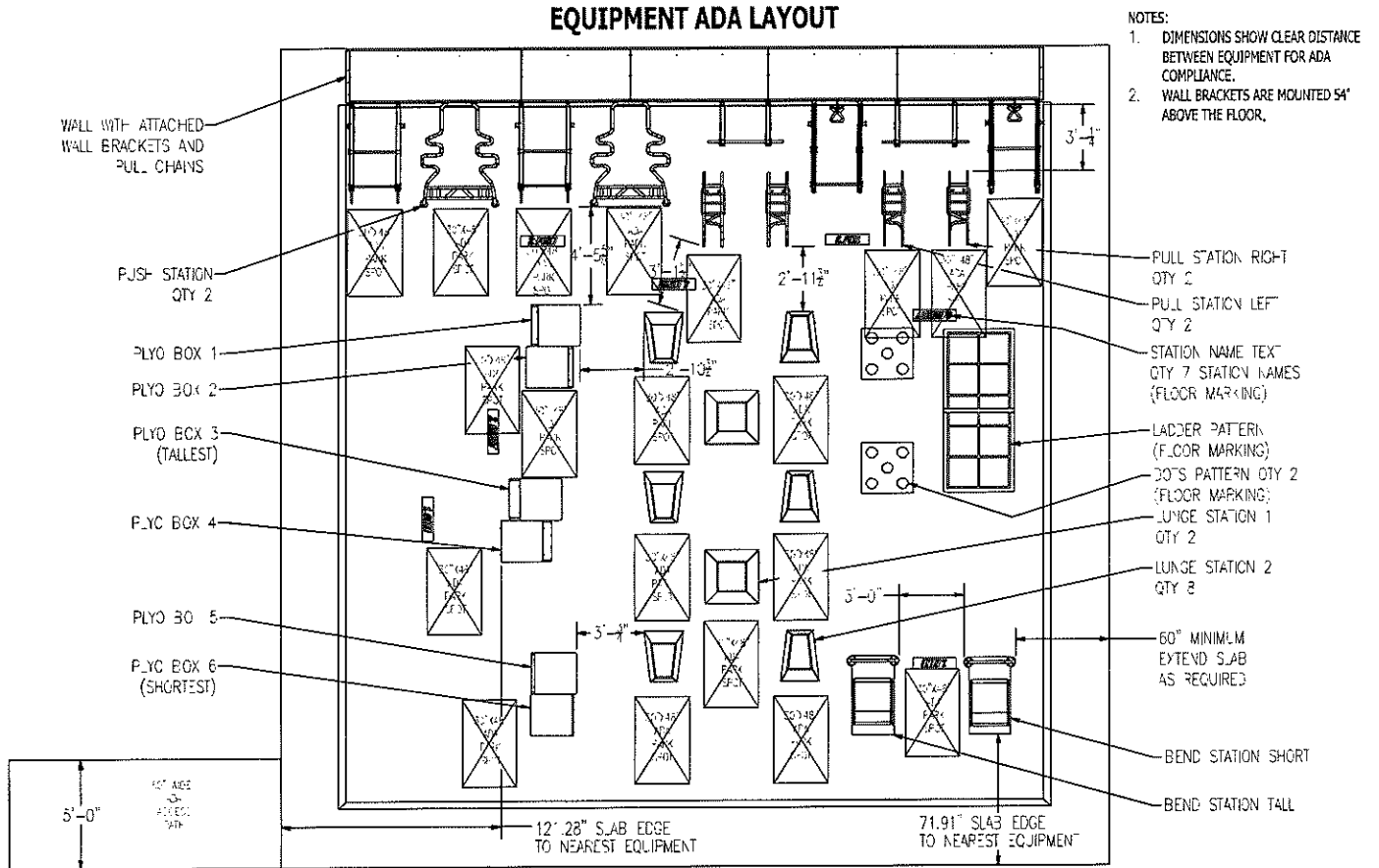


Fitness Court® Accessibility Overview

A Community Platform For All

Fitness Court® Equipment Layout

ADA Fitness Court® equipment layout allowing wheelchair accessibility and clearance for other stability assistance equipment.



THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSIVE FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.





PROCLAMATION RECOGNIZING BLACK HISTORY MONTH

WHEREAS, each February we celebrate Black History Month in order to recognize the contributions of African Americans who developed the legacy of our local, state and national governments, as well as our communities; and

WHEREAS, Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of Negro Life and History celebrating the birthday of leading abolitionist, Frederick Douglas; and

WHEREAS, North Carolina cooperated in the early celebration through the state's Department of Education and in 1976 President Gerald Ford recognized Black History Month as a national celebration in conjunction with the Nation's Bicentennial; and

WHEREAS, Lee County celebrate the contributions of our early trailblazers such as A.L. "Link" Boykin, noted leader and building contractor and William B. Wicker, noted educator and community leader, to name a few; and

WHEREAS, Lee County cherishes the fact that our State's Leadership includes Lt. Governor Mark Robinson and House Democratic Leader Robert T. Revives, II; and,

WHEREAS, our community recognizes the leadership of Sanford City Council members Mark Akinosho, James Williams, Byron Buckels, and Walter Ferguson, as well as those before them. The County includes the former Vice-Chair Ricky Frazier and current Board Member Robert Reives, Sr., not to forget the number of unnamed City and County employees who contribute their services to our citizens each and every day; and,


WHEREAS, Lee County recognizes the too numerous to name members of our County who contribute immensely to our economic, cultural, and spiritual development; and,

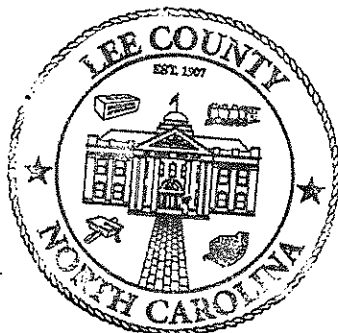
WHEREAS, the observance of Black History Month calls our community's attention to the continued need to champion equality and to build a society the lives up to our nation's ideals; and

NOW, THEREFORE, BE IT PROCLAIMED that the Lee County Board of Commissioners proclaim February 2024 as Black History Month in Lee County, North Carolina and encourage its observance upon all citizens.

Presented this 22nd day of January, 2024.

ATTEST:


Hailey Hall, Clerk to the Board




Kirk D. Smith, Chair
Lee County Board of Commissioners

1. AGREEMENT. This agreement ("Agreement") is entered into on the 22nd day of January, 2024, by and between Lee County, a political subdivision of the State of North Carolina ("County") and Churchich Recreation, LLC, ("Contractor"), whose business address is 20 Towne Drive PMB 186, Bluffton, SC 29910.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered County's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent County or otherwise bind County in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the Engineered Stamped Drawings ("Drawings"), which were submitted with Contractor's bid.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement. Contractor shall promptly commence Work and shall complete Work as required in the Project within one hundred and twenty days.

5. PAYMENT FOR WORK. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by County's finance office. Payment will be made in a lump sum to Contractor after County is satisfied with the project. The County will pay the Contractor an amount not to exceed \$98,920.97 (ninety-eight thousand, nine hundred and twenty dollars and ninety-seven cent) for the scope of work for this project. Contractor shall submit documentation supporting its entitlement to payment as required by County, and County shall have no obligation to pay Contractor unless and until County has received such documentation. The County will not pay for late charges or finance charges assessed for any reason.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it holds a valid North Carolina General Contractor's License at all times in the performance of Work and that license meets the level of requirements for this project and shall submit to County a copy of said license. Any subcontractors retained by Contractor must also hold current, appropriate licenses.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by County, Contractor shall obtain and pay for all licenses and permits that are required for it to

perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF COUNTY. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of County. Contractor will also perform background checks of his employees and require background checks of subcontractors.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit B, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, County is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's County, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;

- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to County.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to County. County is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed upon, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of County, promptly replace or repair any defective or deficient Work for a period of three years after completion of Work. The express warranty contained in this section shall not diminish any of County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety. Contractor shall ensure that any hazardous chemical use or transport must conform to OSHA's Hazard Communication Standard, Department of Transportation requirements and applicable EPA requirements. Contractor must provide the County a Material Safety Data Sheet with or prior to any shipment of any hazardous chemical or material.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted

on property owned or leased by County.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, County may clean up and deduct the cost from Contractor's payment. Contractor is also responsible for the removal of hazardous construction materials from the job site, and those will need to be disposed of in accordance with State, Federal and Local laws. Cleanup of the job site and removal of hazardous waste materials must occur within fourteen days.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. Contractor shall include this liability waiver in its contracts with Subcontractors: The Subcontractor waives any and all claims it may have against Lee County, its officers, employees and agents in connection with its work on this project.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, County may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from County's property. County may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by County to correct any deficiencies or defects attributable to Contractor's work. If a bid bond has been required, the County will collect on the bid bond.

17. **TERMINATION FOR CONVENIENCE.** County may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, County shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against County, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of County.

19. **NO WAIVER.** The failure of the County to strictly enforce any of the provisions

of this Agreement, or not exercise its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

21. IRAN DIVESTMENT ACT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include the Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The Contractor certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

22. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

23. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice Lee County, North Carolina.

24. NOTICE TO COUNTY. Contractor shall immediately notify the County of any problems or issues that arise during the course of the performance of this contract, including but not limited to, delays in shipping, faulty products or materials, delays in progress, unexpected circumstances or budgetary issues.

25. NON-APPROPRIATION CLAUSE. Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a

change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

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

27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

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

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST



By: Haley Hall
Clerk to the Board of Commissioners

LEE COUNTY
By: Kim D. Smith
Chair, Board of Commissioners

ATTEST

CONTRACTOR

By: _____

By: _____

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

Candace Sleman
Finance Officer, Lee County

EXHIBIT B
INSURANCE REQUIREMENTS

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
-------------	-------------

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim

\$300,000 Aggregate Limit

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

Lee COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Lee County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Lee County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 408 Summit Avenue, Sanford NC 27330, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Lee, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Lee County Government
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Lee County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Lee County
Attention: Risk Manager
408 Summit Avenue
Sanford, NC 27330

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

County Manager's Report – January 22, 2024

Ongoing Projects

Lee County Athletic Park – The Board officially named the multi-sport complex the Lee County Athletic Park (LCAP). The groundbreaking ceremony was held on December 8, 2023. Construction continues to progress in stages, with a current focus on earthwork and grading with storm water system installation planned next. A preconstruction meeting was held successfully on sewer and water utilities with City of Sanford Engineering in early January. Third party testing was initiated after Board approval on January 8 and is in progress to support construction. The Developer's Agreement was received from NCDOT, and a construction coordination meeting between SANFORD Contractors and the General Contractor responsible for NC-42 Highway expansion is planned for the end of January. SANFORD Contractors is currently working to finalize the design and cost of the additional retaining wall required onsite. A change order will be required to cover the following items: well abandonment (two wells found onsite), additional retaining wall onsite, transition from rented to owned light poles, and temporary traffic signal required by NCDOT to support construction traffic.

Horton Pool – The final payment was issued, and the project is closed out with the pool general contractor. Final payment with the building general contractor has been coordinated to officially close out the project.

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

Temple: Bathroom construction is nearing completion. The final inspection is scheduled for the week of January 15. Utility connections (water, sewer, and power) remain the outstanding items for the project. The contractor still needs to complete the bathroom painting and close out any items on the punch list.

Kiwanis Children's Park: Phase 2 consists of an additional playground (for smaller children), new restroom, new sidewalks, and new fencing. The project was sent out to bid and posted on the Lee County website January 12.

OT Sloan Park Accessibility Project: Consists of updates to current bathroom, new ADA playground, new sidewalks, parking improvements, new lighting, and new fencing. The project was sent out to bid and posted on the Lee County website January 12.

Library Building Project – The Construction Documents (CD) Phase continues to progress and is currently at 80% complete. Vines Architecture and Lee County are continuing to review designs and costs to ensure the construction budget can be achieved. The library building project was presented at the November 2023 Technical Review Committee (TRC) Meeting, and no major issues or concerns were noted by the committee. The outside sewer connection design has been approved by City of Sanford Engineering and was submitted to the State of North Carolina for final approval with response expected by the end of January. Staff and Vines are planning to start the bid process in March 2024.

Historic Courthouse – Hobb's Architects has completed Design Development (DD) documents. The North Carolina State Historic Preservation Office (NCSHPO) has reviewed the 100% DD drawing set and project manual and has provided several comments that need to be addressed. Hobb's Architects will now start working on the Construction Documents (CD) set to complete the drawing and project specification while addressing all comments provided by NCSHPO.

Inspections performed by the Architect identified several window lintels that need immediate repair. Lee County has received two quotes for window arch lintel repair and is currently reviewing both. Lee County will initiate and cover this project outside of the Emergency Supplemental Historic Preservation Fund (ESHPPF) Grant Project. The grant funds will primarily focus on the replacement of the roof.

Lee County Jail Feasibility Study – Moseley continues to move forward on the feasibility study and is currently setting the next meeting for project updates and engineering walk through of the facility. The study is expected to take 120 days to complete, with anticipated completion in mid-March 2024.

Comprehensive Fire Services Study and Long-Range Plan – The kickoff meeting was held with the Fire Chiefs on November 30 and a summary of the scope of the project was given. Chiefs were given the next steps for the project along with a packet of information needed by NC Fire Chiefs for the study. One-on-one visits with each chief are being conducted this week and next (1/22-2/24). Visits to evaluate stations, apparatuses, and equipment are scheduled for January 29-31.

Reports

Tax – The Tax Department Collections report for December 2023 is attached.

Building Inspections – Attached are the monthly inspection reports for November and December 2023.

Library Board of Trustees – The November and December Director's Report are attached, as well as the agenda for the January meeting and signed November meeting minutes.

Parks and Recreation – The agenda for the November meeting and the signed October meeting minutes are attached.

CCPT Report – The 2023 Annual CCPT Report is attached.

TRC – The TRC Agenda for December 2023 and January 2024 are attached.

Upcoming Meetings/Events:

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

Board of Commissioners Regular Meeting – February 5, 2024 – 6:00 p.m. – McSwain Center

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

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 9th day
of Feb 20, 24 at 8:30 AM PM
recorded in Book 36 Page 955
Pamela G. Britt, Register of Deeds