



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

May 20, 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 III.A Special Presentation by the Lee County Youth Council to the Agenda in its own section before Public Comments.*

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

Mover: Taylor Vorbeck

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

Motion Result: Passed

**II. APPROVAL OF CONSENT AGENDA**

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

Mover: Cameron Sharpe

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

Motion Result: Passed

II.A Refund and Release Report for April 2024

Gen Statute 105.pdf

RELEASE CODES SPREADSHEET.pdf

April 2024 Real Property Abatement Report.pdf

April 2024 Personal Property Abatement Report.pdf

**II.B Budget Amendment #05/20/24/15**

Budget Amendment Packet 5-20-24-15.pdf

**II.C Request to Approve Boys and Girls Club Contract for S.L 2023-134 Section 2.2**

**FY24 Direct Grant Funds**

Boys Girls Club OSBM grant contract 5-2024.pdf

**II.D Request to Approve Enrichment Center Inc. Contract for S.L 2023-134 Section 2.2**

**FY24 Direct Grant Funds Under Grant 20363 and the Contract for S.L. 2022-74**

**Under OSBM Grant 20362**

Enrichment Center OSBM grant contract 5-2024 20363.pdf

Enrichment Center OSBM grant contract 5-2024 20362.pdf

**II.E Department of Adult Correction Request for Proposal for Intermediary Agencies for Local Re-entry Councils**

52-RFP-1046637389-CCG - INTERMEDIARY AGENCY SERVICES 9 COUNTIES (3) (1).pdf

52-RFP-1046637389-CCG - INTERMEDIARY AGENCY SERVICES 11 COUNTIES\_Addendum 03\_modify location\_extend opening (3).pdf

Support Letter for RFP.pdf

**II.F CSLFRF Grant Project Ordinance Amendment**

#5 CSLRF grant ordinance amendment #5.pdf

**II.G Workers' Compensation Insurance Renewal Quote**

NCACC Workers Comp Renewal Estimate.pdf

**II.H Property and Liability Insurance Renewal Quote**

NCACC Property and Liability Insurance Renewal Quote.pdf

**II.I Final Resolution for 1913 Texas Square**

Texas Square Final Resolution.pdf

**III. SPECIAL PRESENTATION**

### III.A ADD ON - Special Presentation by the Lee County Youth Council

*Lee County Youth Council Chair Henry Donovan Martinez addressed the Board and gave a presentation on the Council, a copy of which is attached and incorporated into these minutes. The Youth Council consists of 15 members from every public high school in Lee County and is facilitated by Pam Kerley. The Council wanted to create a community service project for the youth in Lee County and provide youth activities. The service project consisted of a cookout on May 11 in conjunction with the Parks and Recreation Department's Pop Up in the Park and outdoor movie event. The Council ran polls at various high schools and tried to determine what events teens would attend. Popular responses included games, sports, food, face painting, etc., which were provided at the May 11th event. The event was successful and an opportunity to get to know younger youth. The Council's focus next year will be on the health and mental well-being of community youth and encouraging students to engage in outside activities.*

### IV. PUBLIC COMMENTS

- David Smoak, 96 Northridge Trail (County budget)
- Robert Quilty, 1413 Franklin Place (County budget)

### V. OLD BUSINESS

No Old Business to discuss.

### VI. NEW BUSINESS

#### VI.A Request to Appear - Juvenile Crime Prevention Council

*The Lee Council Juvenile Crime Prevention Council (JCPC) requested to appear before the Board to describe and seek funding for its programs with Lee County youth. Present were Co-chair Crystal Morrison, Co-Chair Pamela Adkins, Lee County DASH Group Mentor Jenifer Corscadden, Teddy Santos and Winfred McIver with Project Challenge, Rosczetta Steadman, Gayle Dickens, Kathy Taylor and David Jackson with the Lee County Teen Court. Programs include Project Challenge, DASH Mentoring and Teen Court. Ms. Corscadden said DASH Mentoring helps youth navigate life choices, and provides activities for them and has helped 15 youth so far this year. Ms. Taylor and Mr. Jackson said the Lee County Teen Court began in 2018. This year, the group set a goal of serving 35 kids and have already served 75 this year. It meets on Wednesdays at 5 p.m. and is run by the youth. Mr. Santos and Mr. McIver said Project Challenge provides community service and restitution, and teaches life skills. Commissioner Robert Reives requested that the JCPC provide the Board with program statistics. JCPC receives the majority of its funding from the State and has reached out to legislators, but is requesting \$44,025 for additional annual funding from the County. County Attorney Whitney Parrish said it's possible that the County could contract with the individual JCPC programs using RENEW funds and would research this further.*

Request\_to\_Appear\_Before\_the\_Board\_of\_Commissioners\_Y3Yfl3rSffGzDShT.pdf

## VI.B Lee County Fire Advisory Board Fire District Budget Recommendations

*Fire Advisory Board (FAB) Chair John Rzycki presented the fire district budget recommendations to the Commissioners. A copy of the recommendation letter is attached and incorporated into these minutes. The Fire Advisory Board met on April 10, 2024 and on April 27, 2024 to review the budgets and requests from the volunteer fire departments to determine if requests are necessary within the next fiscal year or over the next several fiscal years. All the departments are going to 24/7 service, which resulted in tax rate increases. The fire chiefs attend the annual budget meeting with the Fire Advisory Board to determine the tax rates for each department. All seven fire departments will have an increase in their current tax rate for 2024/2025. Operating costs, personnel and equipment costs and decreased volunteerism has impacted costs for the fire departments.*

*Chairman Smith called for a ten-minute break at 7:06 p.m.*

LeeFireRecommendation2024-25-1.pdf

Fund Ballance Request Lemon Springs FD

Fund Balance Request Pocket FD

Copy\_of\_LCFIRE\_24-25\_Worksheet\_5-9-24.pdf

## VI.C Lee County FY 2025 Budget Presentation

*Commissioner Taylor Vorbeck left the meeting at 7:15 p.m.*

*The Board resumed the meeting at 7:17 p.m.*

*County Manager Lisa Minter presented her recommended FY 2024-2025 budget. A copy of her presentation is attached and incorporated into these minutes. Ms. Minter cautions the Board on taking on all the State's responsibility regarding Lee County Schools' classified staff salaries. Not all of the staff outlined in the school district's recently conducted pay plan are funded by local dollars, and once the allocation is made to the schools, it is difficult to reduce the allocation in future years. With two big capital projects coming online (new Library and Lee County Athletic Park), it may be difficult to hold the tax rate next year.*

## VI.D FY 2025-2029 Recommended Capital Improvements Program (CIP)

*County Manager Lisa Minter presented her recommended FY 202-2029 Capital Improvements Program (CIP). A copy of her presentation is attached and incorporated into these minutes.*

## VII. MANAGERS' REPORTS

### VII.A Monthly Financial Reports

*Finance Director Candace Iceman provided the monthly financial reports for the month of April, as well as the February 2024 sales tax report. Ad valorem tax collections are at 104.4% of the adopted budget. The target for expenditures at the point in the fiscal year is 83.33%. February sales tax collections are 3.71% ahead of the same period last fiscal year.*

February 2024 Sales Tax.pdf

April 2024.pdf

#### VII.B County Manager's Monthly Report

*County Manager Lisa Minter provided her Manager's Monthly Report for the month of May, which is attached and incorporated into these minutes. The Budget Work Session scheduled on Friday, May 31 at 8:30 a.m. will be held in the Gordon Wicker Room, located within the Lee County Government Center (116 Hillcrest Drive, Sanford) and not at the Ruby McSwain Center. Ms. Minter asked if there were any additional departments or agencies that the Board would like to see at the budget work session, and none were identified. A Capital Improvement Plan (CIP) discussion will be added to the work session's agenda.*

County Managers Report - 5-10-2024.pdf

CHSAB Minutes 03-2024.pdf

Library\_5-8-24 LCL Board Meeting Agenda.pdf

Library\_2024\_April\_Director\_Report.pdf

Parks and Rec\_4-22-24 Agenda.pdf

Parks and Rec\_3-25-24 Minutes.pdf

PERMIT ISSUANCE REPORT- 4-2024.pdf

Tax\_Monthly Managers Report April 2024.pdf

TRC\_May 2024 Agenda.pdf

CHSAB May 2024 Agenda

#### VIII. COMMISSIONERS' COMMENTS

*Chairman Smith and Commissioner Robert Reives asked that City of Sanford AICP Director Marshall Downey provide the response in regards to the Cumnock Baptist Church matter directed to some of the Commissioners.*

#### ADJOURN

**Motion: Motion to adjourn. The Board adjourned at 8:10 p.m.**

Mover: Mark Lovick

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

Absent: 1 - Taylor Vorbeck

Motion Result: Passed



Kirk D. Smith

Chair, 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:# 5/20/24/15  
 DATE: May 20, 2024

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
OTHER REVENUE	1100-3930-38600	MISC REVENUES	18,822	1,000	19,822
OTHER REVENUE	1100-3930-38330	INSURANCE REFUNDS	254,433	5,600	260,033
TOTAL CHANGES				<u>6,600</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
IT PEG	1100-4212-46411	CAPITAL OUTLAY \$5000 AND ABOVE	-	6,600	6,600
TOTAL CHANGES				<u>6,600</u>	

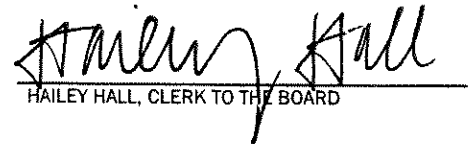
SECTION III. THE FOLLOWING TEMPLE PARK PROJECT FUND (4845) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
TEMPLE PARK	4845-8100-46300	GENERAL CONSTRUCTION	17,500	57,637	75,137
TOTAL CHANGES				<u>57,637</u>	

SECTION IV. THE FOLLOWING TEMPLE PARK PROJECT FUND (4845) EXPENSE DECREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
TEMPLE PARK	4845-8100-46900	CONTINGENCY	15,500	7,412	8,088
TEMPLE PARK	4845-8100-46430	FURNISHINGS	257,000	33,300	223,700
TEMPLE PARK	4845-8100-46140	ARCHITECT & ENGINEERING	20,000	16,925	3,075
TOTAL CHANGES				<u>57,637</u>	

  
 KIRK SMITH, CHAIR

  
 HAILEY HALL, CLERK TO THE BOARD



## **Contract for OSBM Funding between Lee County and Boys & Girls Clubs of Central Carolina Inc.**

This Contract is hereby entered into by and between the Lee County, a political subdivision of the State of North Carolina (the "COUNTY") and Boys & Girls Clubs of Central Carolina Inc. (the "SUB-RECIPIENT") (referred to collectively as the "PARTIES"). The purpose of the Contract is to ensure compliance with the North Carolina Office of State Budget and Management (OSBM) requirements for grants during the distribution of funding appropriated specifically for the SUB-RECIPIENT.

### **1. EFFECTIVE TERM:**

The SUB-RECIPIENT's performance period for this agreement shall be effective starting **July 1, 2023, through September 15, 2025**. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

### **2. CONTRACT DOCUMENTS:** This contract consists of the following documents:

- a. This contract
- b. The General Terms and Conditions on Attachment A
- c. The SUB-RECIPIENT's scope of work on Attachment B

### **3. COUNTY'S DUTIES & PAYMENT PROVISIONS:**

The COUNTY shall receive and distribute the designated funds on a **reimbursement basis** for the SUB-RECIPIENT that were allocated to SUB-RECIPIENT pursuant to Section 2.2 of Session Law 2023-134.

The COUNTY is subject to the following requirements:

- a. Conduct financial and performance monitoring until the contract is complete.
- b. Provide a secure method for submitting financial and performance reports.
- c. Upon execution of this contract and the SUB-RECIPIENT's submission of documents identified in Section 4 of this contract, the COUNTY shall pay the SUB-RECIPIENT on a reimbursement basis upon receipt of the reports and adequate backup that is required to support the activities listed in the scope of work (Attachment B).
- d. If the SUB-RECIPIENT does not comply with its monthly reporting requirements, the COUNTY may, at its discretion, hold the funding until all reporting requirements for the current reimbursement request have been met.
- e. Upon receipt of completed documentation not later than the 15<sup>th</sup> of each month, the COUNTY will ensure compliance with OSBM and reimburse the SUB-RECIPIENT for all approved amounts within 30 days of receipt or within the next check run, whichever is longer.
- f. The COUNTY will not accept any reimbursement request after September 15, 2025.

### **4. SUB-RECIPIENT'S DUTIES:**

The SUB-RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act of 2023, Session Law (S.L.) 2023-134. The SUB-RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Attachment B).

The SUB-RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the SUB-RECIPIENT's Budget.

**The SUB-RECIPIENT understands and acknowledges that the total funding available under this agreement will not exceed \$100,000.00.**

The SUB-RECIPIENT acknowledges they have provided to the COUNTY the following documents:

- a. Internal Revenue Service W-9 form (includes address, Tax ID, formal name)- On File
- b. Electronic Payment Form & Supporting Document- On File
- c. Scope of Work – Attachment B- On File
- d. Policy addressing conflicts of interest On File
- e. **Sworn** Statement of no overdue tax debts On File
- f. Proof of bonding of its Financial Officer in the amount of at least \$100,000.00 by a bonding company licensed to do business in the State of North Carolina- On File
- g. IRS 501(c)(3) determination letter if applicable- On File

The SUB-RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 2.2.

The SUB-RECIPIENT shall perform the following:

- a. Ensure that all funds are used for nonsectarian, nonreligious purposes only.
- b. Ensure that no more than \$120,000.00 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- c. Submit monthly reports to the COUNTY on financial and performance progress on forms provided by the COUNTY.
- d. Ensure compliance with 9 N.C.A.C. Subchapter 3M.0205.
- e. Use grant funding to reimburse employee salaries for program staff and occupancy expenses related to the Boys & Girls Club in Sanford, North Carolina as provided in the Scope of Work.
- f. Must ensure that all submitted expenses are consistent with the approved scope of work criterion, only items listed in the approved scope of work will be reimbursable.
- g. Must allow and assist the County with access to financial and accounting records required to support internal audit, financial reporting, and related requirements as may be necessary for a period of five (5) years after the termination of this contract.
- h. The SUB-RECIPIENT must send completed documentation to include but not limited to Proof of Purchase and Proof of Payment, no later than the 15<sup>th</sup> day of each month. The final reimbursement request shall be submitted not later than the 15<sup>th</sup> day of September 2025. After this date, any unspent funds or funds that do not conform to the scope of work will revert to OSBM.

Pursuant to G.S 143C-6-8, the SUB-RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of contract termination due to lack of adequate appropriated funds, the COUNTY will ensure that it will pay for services and goods acquired and obligated on or before the notice of contract termination.

## **5. FUNDS MANAGEMENT:**

The SUB-RECIPIENT agrees that all funds paid through this contract are subject to the following:

- a. Accounted for in a separate fund and accounting structure within the SUB-RECIPIENT's central



accounting and / or grant management system. This shall include accounting for interest earned on these funds.

- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with funding allocations. The SUB-RECIPIENT shall:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments and performance measures.
  - iv. Provide a list of employees and the amount of state funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. All Funds shall be disbursed in accordance with the following requirements:
  - i. Implement adequate internal controls over disbursements.
  - ii. Pre-audit all vouchers presented for payment to determine:
    - a) Validity and accuracy of payment
    - b) Payment due date
    - c) Adequacy of documentation supporting payment
    - d) Legality of disbursement
  - iii. Assure adequate control of signature/stamps
  - iv. Assure adequate control of negotiable instruments and
  - v. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- d. If eligible, the SUB-RECIPIENT shall:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

#### **6. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS OF SUB-RECIPIENT:**

The SUB-RECIPIENT agrees to submit the required monthly report on or before the 15th day of each month. The COUNTY shall provide the format and method for reporting. All reports and supporting documents shall include the SUB-RECIPIENT information and shall be submitted as prescribed by the COUNTY.

SUB-RECIPIENT agrees that all financial and performance progress information that is reported shall be subject to review and authentication as described in Paragraph 8 and SUB-RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the COUNTY, as the COUNTY executes any monitoring or internal audit responsibilities.

#### **7. CONTRACT ADMINISTRATORS:**

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

SUB-RECIPIENT and COUNTY Point of Contact	
SUB-RECIPIENT Contract Administrator	COUNTY Contract Administrator
Name: _____	Lisa Minter Lee County Manager 408 Summitt Drive Sanford, NC 27330
Email: _____	
Direct Phone: _____	Direct Phone: 919-718-4600 extn 5513
Email: _____	Email: lminter@leecountync.gov
Fiscal year end MONTH: _____	

**8. MONITORING AND AUDITING:**

The SUB-RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the SUB-RECIPIENT are subject to being audited, inspected and monitored at any time by the COUNTY upon its request (whether in writing or otherwise). The SUB-RECIPIENT further agrees to provide COUNTY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The SUB-RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUB-RECIPIENT and are subject to change.

**9. LIABILITY OF SUB-RECIPIENT:**

The SUB-RECIPIENT is solely responsible for any and all liability in connection with this project and fully indemnifies and holds the COUNTY, its officers, agents and employees harmless from any and all liability for any claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Contract.

The SUB-RECIPIENT is solely responsible for any and all funds granted to it by the COUNTY and shall promptly return to the COUNTY the full sum of any amounts spent in a manner not in accord with this Contract or not approved by OSBM. The SUB-RECIPIENT shall indemnify and hold the COUNTY harmless from any and all liability for the entire amount of the grant money used for any improper purpose and for which the COUNTY may be held liable to the OSBM.

**10. TAXES:**

The SUB-RECIPIENT shall be considered an independent SUB-RECIPIENT and as such shall be responsible for all taxes. The SUB-RECIPIENT agrees to provide the COUNTY with the SUB-RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The SUB-RECIPIENT agrees that failure to provide the COUNTY with a correct taxpayer identification number authorizes the COUNTY to withhold any amount due and payable under this Agreement. The SUB-RECIPIENT shall not become delinquent on its tax

payments and shall make timely filing of required tax documents during the term of this Agreement.

**11. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Lee County, North Carolina.

**12. COMPLIANCE WITH LAW:**

The SUB-RECIPIENT shall remain an independent SUB-RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The SUB-RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the COUNTY. The SUB-RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The SUB-RECIPIENT acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

**13. ASSIGNMENT:**

Neither Party may assign or transfer any interest in this Contract without the express written consent of both Parties.

**14. CHANGE IN CIRCUMSTANCES:**

The SUB-RECIPIENT agrees that if, during the funding process, the organization loses its 501(c)(3) status, ceases to operate, or undergoes any major operational or program changes to the organization, it shall immediately notify the COUNTY and address the change and how the change may affect funding from this grant and the organization's plan to proceed.

**15. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the COUNTY.

If through any cause, the SUB-RECIPIENT shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the SUB-RECIPIENT and specifying the effective date thereof. Notwithstanding the foregoing provision, the SUB-RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the SUB-RECIPIENT'S breach of this agreement, and the COUNTY may withhold any payment due to the SUB-RECIPIENT for the purpose of setoff until such time as the exact amount of damages due to the COUNTY from such breach can be determined.

The SUB-RECIPIENT is fully liable to the COUNTY for the entire amount of the grant used for any improper purpose and for which the COUNTY may be held liable to the OSBM. The filing of a petition for bankruptcy by the SUB-RECIPIENT or the failure to maintain 501(c)(3) tax status or the cessation of operation shall be an act of default under this Contract.

**16. AMENDMENTS:**

This Agreement may be amended by mutual agreement of both Parties in writing and fully executed by both the COUNTY and the SUB-RECIPIENT.

**17. AGREEMENT CLOSE-OUT PROCESS:**

The SUB-RECIPIENT agrees to submit to the COUNTY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds shall remain with the COUNTY for reversion to OSBM.

SUB-RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the COUNTY, the SUB-RECIPIENT will receive official notification of Contract termination. The letter will inform the SUB-RECIPIENT that the COUNTY is officially terminating the Contract and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**18. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned signors represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**19. REVERSION OF FUNDS:**

Any funds not spent by the SUB-RECIPIENT, not submitted to the COUNTY, or funds not spent for actual scope of work expenses as of September 15, 2025 will revert to the COUNTY. In the event the SUB-RECIPIENT does not complete its required monthly financial and performance reports or in the event the SUB-RECIPIENT does not use the funds as required by this contract, the SUB-RECIPIENT will be fully liable to the COUNTY for the amounts improperly expended or not supported by monthly reports and shall return that amount to the COUNTY within 30 days after written demand by the COUNTY. The COUNTY will return all unexpended funds to the Office of State Budget and Management after September 15, 2025.

**20. GOV OPS:**

Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

In Witness Whereof, the SUB-RECIPIENT and the COUNTY have executed this Agreement in duplicate originals, with one original being retained by each party.

**BOYS & GIRLS CLUBS OF CENTRAL CAROLINA INC.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

LEE COUNTY

*Kirk D. Smith*

*5-20-2024*

Kirk D. Smith

Chairman, Board of Commissioners

Date

ATTEST:

*Hailey Hall*  
Hailey Hall, Clerk to the Board



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Candace Jeman*  
Signature of County Finance Officer

*5-22-24*  
Date

ATTACHMENT A: CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: \_\_\_\_\_

COUNTY DEPARTMENT:  
\_\_\_\_\_

SUBJECT OF CONTRACT: \_\_\_\_\_

DATE/TERM OF CONTRACT: \_\_\_\_\_

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

**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.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

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

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires

certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

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

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

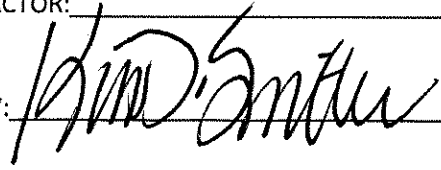
**Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this 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.

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by Contractor’s negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

**Gov Ops.** Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR: \_\_\_\_\_ Title: \_\_\_\_\_

For LEE COUNTY:  Title: Chair, Lee County Commissioners

## Appendix A Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work") You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

<b>1. Organization:</b>	Boys & Girls Clubs of Central Carolina
<b>2. Grant ID:</b>	20363
<b>3. Scope of Work, Objectives, Results, Performance Measures:</b>	
<p>Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.</p>	
<b>Objective(s):</b>	<p>With the funds provided, the Boys &amp; Girls Clubs of Central Carolina will continue to run key programming in areas such as parks and recreation (Triple Play), substance abuse prevention (SMART Moves), educational advancement, and workforce readiness. The support of this funding will be specifically used to support our staff team that works directly with the 200+ youth we serve each day in Lee County, occupancy expenses for our program areas, and transportation for the youth we serve.</p>
<b>Expected Results:</b>	<p>Triple Play has 3 different components. It teaches youth fitness through the mind, body and soul. It educates youth on healthy eating habits and nutrition while also providing fun activities for youth to stay active. They also learn good sportsmanship and team building exercises to work with others. Smart Moves is a program that gives youth a foundation to make smart decisions. How to handle emotions, peer pressure and bullying. This program also provides education on tobacco, alcohol and drug usage including prescription drugs. Power Hour: Power Hour helps Club youth achieve academic success with homework help and enrichment activities, and by encouraging them to become life-long self-directed learners. Summer Brain Gain: Developmentally appropriate, project-based learning experiences are designed to keep young people engaged throughout the summer. Club or Youth Center youth can stay on track while having fun with their peers, exploring new topics and ideas, and learning important skills along the way. Project Learn: High Yield learning activities such as STEM programming, robotics programming, etc. Our YouthForce Program is dedicated to our middle and high school members to prepare for workforce readiness as well as workforce development. We use a variety of Boys &amp; Girls Clubs of America evidence programming to teach youth the necessary skills such as soft skills and hands on activities to prepare them for the workforce. This includes college tours, business tours, guest speakers and even VR simulation of various professions. We expect to be able to offer the services above to 200 kids each day during the out-of-school hours of 3 to 6 p.m. and throughout the summer.</p>
<b>Performance Measure(s):</b>	<p>The organization has several key objectives and metrics:</p> <ul style="list-style-type: none"> <li>- <b>Engagement Metric</b> <ul style="list-style-type: none"> <li>- Aim for a minimum of 80% of total membership to participate in Power Hour and Project Learn.</li> <li>- Monitor Q1/Q4 report card reviews as a key metric.</li> </ul> </li> <li>- <b>Power Hour Attendance Goals</b> <ul style="list-style-type: none"> <li>- Aim for specific attendance targets: 35, 50, and 104 times per member.</li> </ul> </li> <li>- <b>Academic Improvement</b> <ul style="list-style-type: none"> <li>- Measure success by the number of report cards showing improvements to above average grades (B &amp; A).</li> <li>- Monitor the drop-out rate within a defined timeframe.</li> </ul> </li> <li>- <b>Smart Moves Program</b> <ul style="list-style-type: none"> <li>- Track units of services provided.</li> <li>- Monitor unexcused member participation and program completion.</li> <li>- Aim for at least 15% of total unexcused membership to complete the program and survey.</li> <li>- Address changes to emotional, behavioral, and core behaviors through reflective surveys.</li> </ul> </li> <li>- <b>Smart Starts Program</b> <ul style="list-style-type: none"> <li>- Track units of services provided.</li> <li>- Monitor member participation and completion rates.</li> <li>- Encourage pre and post-service participation.</li> <li>- Aim for at least 5% of total membership to complete the program and surveys.</li> <li>- Evaluate changes in youth responses regarding key metrics such as: confidence, self-esteem, and lessening negative influences.</li> </ul> </li> <li>- <b>Workforce Readiness Program</b> <ul style="list-style-type: none"> <li>- Monitor timely enrollment rates from 8th to 8th grade and 10th grade.</li> <li>- Track post-high school plans, including college, military service, or immediate workforce entry.</li> <li>- Provide opportunities for members to explore college campuses and participate in internships/placement.</li> </ul> </li> </ul>



**4. Sub-grants:**

a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?  Yes  No

If yes, answer the following:

b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient

**5. Budget:**

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( 07/01/2023 ) and ending ( 6/30/2025 ).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	73,905
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	26,095
Goods (e.g. supplies and equipment) Expenses	
Administration Expenses (e.g. overhead & project management)	
Other Expenses (e.g. related charges not assigned above and described by recipient)	
<b>Total Beginning Balance of the Project Fund</b>	<b>\$100,000.00</b>

Provide a breakdown of estimated expenses for each category below or as an attachment.

\$73,905 for Employee Expenses - Program staff positions who are directly involved in the delivery and execution of the programs funded (allocating on average less than 50% of wages) would run an estimated \$73,905.  
 \$26,095 - This represents 60.15% of our estimated total occupancy expense for the program areas identified.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

**Sarah Womack**

**CEO**

Printed Name

Title



**2/26/2024**

Signature

Date

## **Contract for OSBM Funding between Lee County and The Enrichment Center of Lee County, Inc.**

This Contract is hereby entered into by and between the Lee County, a political subdivision of the State of North Carolina (the "COUNTY") and The Enrichment Center of Lee County, Inc., (the "SUB-RECIPIENT") (referred to collectively as the "Parties"). The purpose of the Contract is to ensure compliance with the North Carolina Office of State Budget and Management (OSBM) requirements for grants during the distribution of funding appropriated specifically for the SUB-RECIPIENT.

### **1. EFFECTIVE TERM:**

The SUB-RECIPIENT's performance period for this agreement shall be effective starting **July 1, 2022 through June 30, 2024**. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

### **2. CONTRACT DOCUMENTS:** This contract consists of the following documents:

- a. This contract
- b. The General Terms and Conditions on Attachment A
- c. The SUB-RECIPIENT's scope of work on Attachment B

### **3. COUNTY'S DUTIES & PAYMENT PROVISIONS:**

The COUNTY shall receive and distribute the designated funds on a **reimbursement basis** for the SUB-RECIPIENT that were allocated to SUB-RECIPIENT pursuant to Section 24.2 (16) of Session Law 2022-74.

The COUNTY is subject to the following requirements:

- a. Conduct financial and performance monitoring until the contract is complete.
- b. Provide a secure method for submitting financial and performance reports.
- c. Upon execution of this contract and the SUB-RECIPIENT's submission of documents identified in Section 4 of this contract, the COUNTY shall pay the SUB-RECIPIENT on a reimbursement basis upon receipt of the reports and adequate backup that is required to support the activities listed in the scope of work (Attachment B).
- d. If the SUB-RECIPIENT does not comply with its monthly reporting requirements, the COUNTY may, at its discretion, hold the funding until all reporting requirements for the current reimbursement request have been met.
- e. Upon receipt of completed documentation not later than the 15<sup>th</sup> of each month, the COUNTY will ensure compliance with OSBM and reimburse the SUB-RECIPIENT for all approved amounts within 30 days of receipt or within the next check run, whichever is longer.
- f. The COUNTY will not accept any reimbursement request after June 30, 2024.
- g. Funds will not revert until June 30, 2024.

### **4. SUB-RECIPIENT'S DUTIES:**

The SUB-RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2022-74. The SUB-RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2022-74. (See Attachment B).

The SUB-RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the SUB-RECIPIENT's Budget.

The SUB-RECIPIENT understands and acknowledges that the total funding available under this agreement will not exceed \$95,891.87.

The SUB-RECIPIENT acknowledges they have provided to the COUNTY the following documents:

- a. Internal Revenue Service W-9 form (includes address, Tax ID, formal name) \_\_\_\_\_
- b. Electronic Payment Form & Supporting Document \_\_\_\_\_
- c. Scope of Work – Attachment B \_\_\_\_\_
- d. Policy addressing conflicts of interest \_\_\_\_\_
- e. **Sworn** Statement of no overdue tax debts \_\_\_\_\_
- f. Proof of bonding of its Financial Officer in the amount of at least \$100,000.00 by a bonding company licensed to do business in the State of North Carolina. \_\_\_\_\_
- g. IRS 501(c)(3) determination letter if applicable.

The SUB-RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 24.2.

The SUB-RECIPIENT shall perform the following:

- a. Ensure that all funds are used for nonsectarian, nonreligious purposes only.
- b. Ensure that no more than \$120,000.00 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- c. Submit monthly reports to the COUNTY on financial and performance progress on forms provided by the COUNTY.
- d. Ensure compliance with 9 N.C.A.C. Subchapter 3M.0205.
- e. Use grant funding as provided in the Scope of Work.
- f. Must ensure that all submitted expenses are consistent with the approved scope of work criterion, only items listed in the approved scope of work will be reimbursable.
- g. Must allow and assist the County with access to financial and accounting records required to support internal audit, financial reporting, and related requirements as may be necessary for a period of five (5) years after the termination of this contract.
- h. The SUB-RECIPIENT must send completed documentation to include but not limited to Proof of Purchase and Proof of Payment, no later than the 15<sup>th</sup> day of each month. The final reimbursement request shall be submitted not later than the 30<sup>th</sup> day of June 2024. After this date, any unspent funds or funds that do not conform to the scope of work will revert to OSBM.

Pursuant to G.S 143C-6-8, the SUB-RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of contract termination due to lack of adequate appropriated funds, the COUNTY will ensure that it will pay for services and goods acquired and obligated on or before the notice of contract termination.

## 5. FUNDS MANAGEMENT:

The SUB-RECIPIENT agrees that all funds paid through this contract are subject to the following:

- a. Accounted for in a separate fund and accounting structure within the SUB-RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with funding allocations. The SUB-RECIPIENT shall:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments and performance measures.
  - iv. Provide a list of employees and the amount of state funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. All Funds shall be disbursed in accordance with the following requirements:
  - i. Implement adequate internal controls over disbursements.
  - ii. Pre-audit all vouchers presented for payment to determine:
    - a) Validity and accuracy of payment
    - b) Payment due date
    - c) Adequacy of documentation supporting payment
    - d) Legality of disbursement
  - iii. Assure adequate control of signature/stamps
  - iv. Assure adequate control of negotiable instruments and
  - v. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- e. If eligible, the SUB-RECIPIENT shall:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## 6. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS OF SUB-RECIPIENT:

The SUB-RECIPIENT agrees to submit the required monthly report on or before the 15th day of each month. The COUNTY shall provide the format and method for reporting. All reports and supporting documents shall include the SUB-RECIPIENT information and shall be submitted as prescribed by the COUNTY.

SUB-RECIPIENT agrees that all financial and performance progress information that is reported shall be subject to review and authentication as described in Paragraph 8 and SUB-RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the COUNTY, as the COUNTY executes any monitoring or internal audit responsibilities.

**7. CONTRACT ADMINISTRATORS:**

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

<b>SUB-RECIPIENT and COUNTY Point of Contact</b>	
SUB-RECIPIENT Contract Administrator	COUNTY Contract Administrator
Name: _____	Lisa Minter Lee County Manager 408 Summitt Drive Sanford, NC 27330
Address: _____	
Email: _____	
Direct Phone: _____	Direct Phone: 919-718-4600 extn 5513 Email: <a href="mailto:lminter@leecountync.gov">lminter@leecountync.gov</a>
Email: _____	
Fiscal year end MONTH: _____	

**8. MONITORING AND AUDITING:**

The SUB-RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the SUB-RECIPIENT are subject to being audited, inspected and monitored at any time by the COUNTY upon its request (whether in writing or otherwise). The SUB-RECIPIENT further agrees to provide COUNTY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The SUB-RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUB-RECIPIENT and are subject to change.

**9. LIABILITY OF SUB-RECIPIENT:**

The SUB-RECIPIENT is solely responsible for any and all liability in connection with this project and fully indemnifies and holds the COUNTY, its officers, agents and employees harmless from any and all liability for any claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Contract.

The SUB-RECIPIENT is solely responsible for any and all funds granted to it by the COUNTY and shall promptly return to the COUNTY the full sum of any amounts spent in a manner not approved by this Contract or by the

OSBM. The SUB-RECIPIENT shall indemnify and hold the COUNTY harmless from any and all liability for the entire amount of the grant money used for any improper purpose and for which the COUNTY may be held liable to the OSBM.

**10. TAXES:**

The SUB-RECIPIENT shall be considered an independent SUB-RECIPIENT and as such shall be responsible for all taxes. The SUB-RECIPIENT agrees to provide the COUNTY with the SUB-RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The SUB-RECIPIENT agrees that failure to provide the COUNTY with a correct taxpayer identification number authorizes the COUNTY to withhold any amount due and payable under this Agreement.

**11. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Lee County, North Carolina.

**12. COMPLIANCE WITH LAW:**

The SUB-RECIPIENT shall remain an independent SUB-RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The SUB-RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the COUNTY. The SUB-RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The SUB-RECIPIENT acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

**13. ASSIGNMENT:**

Neither Party may assign or transfer any interest in this Contract without the express written consent of both Parties.

**14. CHANGE IN CIRCUMSTANCES:**

The SUB-RECIPIENT agrees that if, during the funding process, the organization loses its 501(c)(3) status, ceases to operate, or undergoes any major operational or program changes to the organization, it shall immediately notify the COUNTY and address the change and how the change may affect funding from this grant and the organization's plan to proceed.

**15. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the COUNTY.

If through any cause, the SUB-RECIPIENT shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the SUB-

RECIPIENT and specifying the effective date thereof. Notwithstanding the foregoing provision, the SUB-RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the SUB-RECIPIENT'S breach of this agreement, and the COUNTY may withhold any payment due to the SUB-RECIPIENT for the purpose of setoff until such time as the exact amount of damages due to the COUNTY from such breach can be determined.

The SUB-RECIPIENT is fully liable to the COUNTY for the entire amount of the grant used for any improper purpose and for which the COUNTY may be held liable to the OSBM. The filing of a petition for bankruptcy by the SUB-RECIPIENT or the failure to maintain 501(c)(3) tax status or the cessation of operation shall be an act of default under this Contract.

**16. AMENDMENTS:**

This Agreement may be amended by mutual agreement of both Parties in writing and fully executed by both the COUNTY and the SUB-RECIPIENT.

**17. AGREEMENT CLOSE-OUT PROCESS:**

The SUB-RECIPIENT agrees to submit to the COUNTY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds shall remain with the COUNTY for reversion to OSBM.

SUB-RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the COUNTY, the SUB-RECIPIENT will receive official notification of Contract termination. The letter will inform the SUB-RECIPIENT that the COUNTY is officially terminating the Contract and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**18. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned signors represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**19. REVERSION OF FUNDS**

Any funds not spent by the SUB-RECIPIENT or submitted to the COUNTY by June 30, 2024 will revert to the COUNTY. In the event the SUB-RECIPIENT does not complete its required monthly financial and performance reports or in the event the SUB-RECIPIENT does not use the funds as required by this contract, the SUB-RECIPIENT will be fully liable to the COUNTY for the amounts improperly expended or not supported by monthly reports and shall return that amount to the COUNTY within 30 days after written demand by the COUNTY. The COUNTY will return all unexpended funds to the Office of State Budget and Management.

**20. GOV OPS:**

Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

In Witness Whereof, the SUB-RECIPIENT and the COUNTY have executed this Agreement in duplicate originals, with one original being retained by each party.

**THE ENRICHMENT CENTER OF LEE COUNTY, INC.**

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name

LEE COUNTY

*Kirk D. Smith* 5-20-2024  
Kirk D. Smith Chairman, Board of Commissioners Date

ATTEST:

*Hailey Hall*  
Hailey Hall, Clerk to the Board



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Candace Steman*  
Signature of County Finance Officer

5/22/24  
Date



CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: The Enrichment Center of Lee County, Inc.

COUNTY DEPARTMENT: Lee County Finance

SUBJECT OF CONTRACT: OSBM Grant

DATE/TERM OF CONTRACT: July 1, 2022 through June 30, 2024

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

**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.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

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

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

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

**Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not

utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

**Non-Discrimination in Employment.** The Contractor will not discriminate again 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.

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

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For the CONTRACTOR: \_\_\_\_\_ Title: \_\_\_\_\_

For LEE COUNTY: Wendy Smittle

Title: Chair, Lee County Commissioners

## Appendix A Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

**1. Organization:** Enrichment Center Inc

**2. Grant ID:** 20362

**3. Scope of Work,  
Objectives, Results,  
Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

**Objective(s):** Enrichment Center Inc. will help veterans with housing, transportation, and food insecurities.

**Expected Results:** Enrichment Center Inc. anticipates increasing the number of veterans served allowing for greater success in medical appointment attendance, increasing the number of unexpired ID Cards, preventing food and housing insecurities, transportation support, and other necessities of life and support (to include emotional support).

**Performance Measure(s):** Enrichment Center Inc will track the number of Veterans served in each category.

<b>4. Sub-grants:</b>			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?	Yes	No	<input checked="" type="checkbox"/>
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

**5. Budget:**

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( July 01, 2022 ) and ending ( June 30, 2024 ).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	0
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	57,535.13
Goods (e.g. supplies and equipment) Expenses	4794.59
Administration Expenses (e.g. overhead & project management)	0
Other Expenses (e.g. related charges not assigned above and described by recipient)	33,562.15
<b>Total Beginning Balance of the Project Fund</b>	<b>95,891.87</b>

Provide a breakdown of estimated expenses for each category below or as an attachment.

Services- transportation costs \$57,535.13  
 Goods- purchasing food/necessities \$4,794.59  
 Other Expenses- Utility, Rental, Emotional support \$33,562.15

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Margaret B. Marchiondo President  
 Printed Name Title

Margaret B. Marchiondo 7/29/24  
 Signature Date

## **Contract for OSBM Funding between Lee County and The Enrichment Center of Lee County, Inc.**

This Contract is hereby entered into by and between the Lee County, a political subdivision of the State of North Carolina (the "COUNTY") and The Enrichment Center of Lee County, Inc. (the "SUB-RECIPIENT") (referred to collectively as the "PARTIES"). The purpose of the Contract is to ensure compliance with the North Carolina Office of State Budget and Management (OSBM) requirements for grants during the distribution of funding appropriated specifically for the SUB-RECIPIENT.

### **1. EFFECTIVE TERM:**

The SUB-RECIPIENT's performance period for this agreement shall be effective starting **July 1, 2023 through October 3, 2025**. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

### **2. CONTRACT DOCUMENTS:** This contract consists of the following documents:

- a. This contract
- b. The General Terms and Conditions on Attachment A
- c. The SUB-RECIPIENT's scope of work on Attachment B

### **3. COUNTY'S DUTIES & PAYMENT PROVISIONS:**

The COUNTY shall receive and distribute the designated funds on a **reimbursement basis** for the SUB-RECIPIENT that were allocated to SUB-RECIPIENT pursuant to Section 2.2 of Session Law 2023-134.

The COUNTY is subject to the following requirements:

- a. Conduct financial and performance monitoring until the contract is complete.
- b. Provide a secure method for submitting financial and performance reports.
- c. Upon execution of this contract and the SUB-RECIPIENT's submission of documents identified in Section 4 of this contract, the COUNTY shall pay the SUB-RECIPIENT on a reimbursement basis upon receipt of the reports and adequate backup that is required to support the activities listed in the scope of work (Attachment B).
- d. If the SUB-RECIPIENT does not comply with its monthly reporting requirements, the COUNTY may, at its discretion, hold the funding until all reporting requirements for the current reimbursement request have been met.
- e. Upon receipt of completed documentation not later than the 15<sup>th</sup> of each month, the COUNTY will ensure compliance with OSBM and reimburse the SUB-RECIPIENT for all approved amounts within 30 days of receipt or within the next check run, whichever is longer.
- f. The COUNTY will not accept any reimbursement request after September 15, 2025.

### **4. SUB-RECIPIENT'S DUTIES:**

The SUB-RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act of 2023, Session Law (S.L.) 2023-134. The SUB-RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Attachment B).

The SUB-RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the SUB-RECIPIENT's Budget.

The SUB-RECIPIENT understands and acknowledges that the total funding available under this agreement will not exceed \$4,108.13.

The SUB-RECIPIENT acknowledges they have provided to the COUNTY the following documents:

- a. Internal Revenue Service W-9 form (includes address, Tax ID, formal name)- \_\_\_\_\_
- b. Electronic Payment Form & Supporting Document- \_\_\_\_\_
- c. Scope of Work – Attachment B \_\_\_\_\_
- d. Policy addressing conflicts of interest \_\_\_\_\_
- e. **Sworn** Statement of no overdue tax debts \_\_\_\_\_
- f. Proof of bonding of its Financial Officer in the amount of at least \$100,000.00 by a bonding company licensed to do business in the State of North Carolina- \_\_\_\_\_
- g. IRS 501(c)(3) determination letter if applicable- \_\_\_\_\_

The SUB-RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 2.2.

The SUB-RECIPIENT shall perform the following:

- a. Ensure that all funds are used for nonsectarian, nonreligious purposes only.
- b. Ensure that no more than \$120,000.00 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- c. Submit monthly reports to the COUNTY on financial and performance progress on forms provided by the COUNTY.
- d. Ensure compliance with 9 N.C.A.C. Subchapter 3M.0205.
- e. Use grant funding as provided in the Scope of Work.
- f. Must ensure that all submitted expenses are consistent with the approved scope of work criterion, only items listed in the approved scope of work will be reimbursable.
- g. Must allow and assist the County with access to financial and accounting records required to support internal audit, financial reporting, and related requirements as may be necessary for a period of five (5) years after the termination of this contract.
- h. The SUB-RECIPIENT must send completed documentation to include but not limited to Proof of Purchase and Proof of Payment, no later than the 15<sup>th</sup> day of each month. The final reimbursement request shall be submitted not later than the 15<sup>th</sup> day of September 2025. After this date, any unspent funds or funds that do not conform to the scope of work will revert to OSBM.

Pursuant to G.S 143C-6-8, the SUB-RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of contract termination due to lack of adequate appropriated funds, the COUNTY will ensure that it will pay for services and goods acquired and obligated on or before the notice of contract termination.

## 5. FUNDS MANAGEMENT:

The SUB-RECIPIENT agrees that all funds paid through this contract are subject to the following:

- a. Accounted for in a separate fund and accounting structure within the SUB-RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with funding allocations. The SUB-RECIPIENT shall:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments and performance measures.
  - iv. Provide a list of employees and the amount of state funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. All Funds shall be disbursed in accordance with the following requirements:
  - i. Implement adequate internal controls over disbursements.
  - ii. Pre-audit all vouchers presented for payment to determine:
    - a) Validity and accuracy of payment
    - b) Payment due date
    - c) Adequacy of documentation supporting payment
    - d) Legality of disbursement
  - iii. Assure adequate control of signature/stamps
  - iv. Assure adequate control of negotiable instruments and
  - v. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- d. If eligible, the SUB-RECIPIENT shall:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## 6. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS OF SUB-RECIPIENT:

The SUB-RECIPIENT agrees to submit the required monthly report on or before the 15th day of each month. The COUNTY shall provide the format and method for reporting. All reports and supporting documents shall include the SUB-RECIPIENT information and shall be submitted as prescribed by the COUNTY.

SUB-RECIPIENT agrees that all financial and performance progress information that is reported shall be subject to review and authentication as described in Paragraph 8 and SUB-RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the COUNTY, as the COUNTY executes any monitoring or internal audit responsibilities.

## 7. CONTRACT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement

Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

<b>SUB-RECIPIENT and COUNTY Point of Contact</b>	
SUB-RECIPIENT Contract Administrator	COUNTY Contract Administrator
Name: _____	Lisa Minter Lee County Manager 408 Summitt Drive Sanford, NC 27330
Email: _____	
Direct Phone: _____	Direct Phone: 919-718-4600 extn 5513
Email: _____	Email: lminter@leecountync.gov
Fiscal year end MONTH: _____	

**8. MONITORING AND AUDITING:**

The SUB-RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the SUB-RECIPIENT are subject to being audited, inspected and monitored at any time by the COUNTY upon its request (whether in writing or otherwise). The SUB-RECIPIENT further agrees to provide COUNTY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The SUB-RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUB-RECIPIENT and are subject to change.

**9. LIABILITY OF SUB-RECIPIENT:**

The SUB-RECIPIENT is solely responsible for any and all liability in connection with this project and fully indemnifies and holds the COUNTY, its officers, agents and employees harmless from any and all liability for any claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Contract.

The SUB-RECIPIENT is solely responsible for any and all funds granted to it by the COUNTY and shall promptly return to the COUNTY the full sum of any amounts spent in a manner not in accord with this Contract or not approved by OSBM. The SUB-RECIPIENT shall indemnify and hold the COUNTY harmless from any and all liability for the entire amount of the grant money used for any improper purpose and for which the COUNTY may be held liable to the OSBM.

**10. TAXES:**

The SUB-RECIPIENT shall be considered an independent SUB-RECIPIENT and as such shall be responsible for



all taxes. The SUB-RECIPIENT agrees to provide the COUNTY with the SUB-RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The SUB-RECIPIENT agrees that failure to provide the COUNTY with a correct taxpayer identification number authorizes the COUNTY to withhold any amount due and payable under this Agreement. The SUB-RECIPIENT shall not become delinquent on its tax payments and shall make timely filing of required tax documents during the term of this Agreement.

#### **11. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Lee County, North Carolina.

#### **12. COMPLIANCE WITH LAW:**

The SUB-RECIPIENT shall remain an independent SUB-RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The SUB-RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the COUNTY. The SUB-RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The SUB-RECIPIENT acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

#### **13. ASSIGNMENT:**

Neither Party may assign or transfer any interest in this Contract without the express written consent of both Parties.

#### **14. CHANGE IN CIRCUMSTANCES:**

The SUB-RECIPIENT agrees that if, during the funding process, the organization loses its 501(c)(3) status, ceases to operate, or undergoes any major operational or program changes to the organization, it shall immediately notify the COUNTY and address the change and how the change may affect funding from this grant and the organization's plan to proceed.

#### **15. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the COUNTY.

If through any cause, the SUB-RECIPIENT shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the SUB-RECIPIENT and specifying the effective date thereof. Notwithstanding the foregoing provision, the SUB-RECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the SUB-RECIPIENT'S breach of this agreement, and the COUNTY may withhold any payment due to the SUB-RECIPIENT for the purpose of setoff until such time as the exact amount of damages due to the COUNTY from such breach can be determined.

The SUB-RECIPIENT is fully liable to the COUNTY for the entire amount of the grant used for any improper purpose and for which the COUNTY may be held liable to the OSBM. The filing of a petition for bankruptcy by the SUB-RECIPIENT or the failure to maintain 501(c)(3) tax status or the cessation of operation shall be an act of default under this Contract.

**16. AMENDMENTS:**

This Agreement may be amended by mutual agreement of both Parties in writing and fully executed by both the COUNTY and the SUB-RECIPIENT.

**17. AGREEMENT CLOSE-OUT PROCESS:**

The SUB-RECIPIENT agrees to submit to the COUNTY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds shall remain with the COUNTY for reversion to OSBM.

SUB-RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the COUNTY, the SUB-RECIPIENT will receive official notification of Contract termination. The letter will inform the SUB-RECIPIENT that the COUNTY is officially terminating the Contract and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**18. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned signors represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**19. REVERSION OF FUNDS:**

Any funds not spent by the SUB-RECIPIENT, not submitted to the COUNTY, or funds not spent for actual scope of work expenses as of September 15, 2025 will revert to the COUNTY. In the event the SUB-RECIPIENT does not complete its required monthly financial and performance reports or in the event the SUB-RECIPIENT does not use the funds as required by this contract, the SUB-RECIPIENT will be fully liable to the COUNTY for the amounts improperly expended or not supported by monthly reports and shall return that amount to the COUNTY within 30 days after written demand by the COUNTY. The COUNTY will return all unexpended funds to the Office of State Budget and Management after September 15, 2025.

**20. GOV OPS:**

Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

In Witness Whereof, the SUB-RECIPIENT and the COUNTY have executed this Agreement in duplicate originals, with one original being retained by each party.

**THE ENRICHMENT CENTER OF LEE COUNTY, INC.**

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name

LEE COUNTY

*Kirk D. Smith* 5-20-2024  
Kirk D. Smith Chairman, Board of Commissioners Date

ATTEST:

*Hailey Hall*  
Hailey Hall, Clerk to the Board



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Candace Herman*  
Signature of County Finance Officer

5/22/24  
Date

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
LEE COUNTY GOVERNMENT

CONTRACTOR: \_\_\_\_\_

COUNTY DEPARTMENT: \_\_\_\_\_

SUBJECT OF CONTRACT: \_\_\_\_\_

DATE/TERM OF CONTRACT: \_\_\_\_\_

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

**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.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

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

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

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

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

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

**Indemnification:** The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

**Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

**Gov Ops.** Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR: \_\_\_\_\_ Title: \_\_\_\_\_

For LEE COUNTY: Ann D. Smith

Title: Chair, Lee County Commissioners

## Appendix A Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

**1. Organization:** Enrichment Center Inc

**2. Grant ID:** 20363

**3. Scope of Work, Objectives, Results, Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):	Enrichment Center Inc. will help veterans with housing, transportation, and food insecurities.
Expected Results:	Enrichment Center Inc. anticipates increasing the number of veterans served allowing for greater success in medical appointment attendance, increasing the number of unexpired ID Cards, preventing food and housing insecurities, transportation support, and other necessities of life and support (to include emotional support).
Performance Measure(s):	Enrichment Center Inc will track the number of Veterans served in each category.

<b>4. Sub-grants:</b>			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?	Yes	No	<input checked="" type="checkbox"/>
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

**5. Budget:**

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( July 01, 2023 ) and ending ( October 3, 2025 ).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	0
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	1,643.25
Goods (e.g. supplies and equipment) Expenses	410.81
Administration Expenses (e.g. overhead & project management)	0
Other Expenses (e.g. related charges not assigned above and described by recipient)	2054.07
<b>Total Beginning Balance of the Project Fund</b>	<b>4,108.13</b>

Provide a breakdown of estimated expenses for each category below or as an attachment.

Services- transportation costs \$1,643.25  
 Goods- purchasing food/necessities \$410.81  
 Other Expenses- Utility, Rental, Emotional support \$2,054.07

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

*Margaret B. Murchison* President  
 Printed Name Title

*Margaret B. Murchison* 2/28/24  
 Signature Date

Payment Plan Available: Workers' Compensation Pool  
County or Entity: **LEE COUNTY**


Quoted on: **5/1/2024**

Annual Payment Plan:	<b>\$387,340</b>
----------------------	------------------

**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

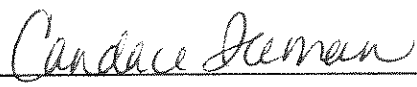
I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature	<u></u>
Printed Name	<u>Kirk D. Smith</u>
Print Title	<u>Chair, Lee County Board of Commissioners</u>
Date	<u>5-20-2024</u>

This instrument has been pre-audited in the manner required by the Government Budget and Fiscal Control Act.

Financial Officer:

Signature	<u></u>
Date	<u>5/22/24</u>

*Please sign and return the accepted proposal by June 15th, 2024.*



Payment Plan Available: Liability & Property Pool  
County or Entity: **Lee County**

Quoted on: **5/1/2024**

**Annual Payment Plan\*:**

**\$733,940**

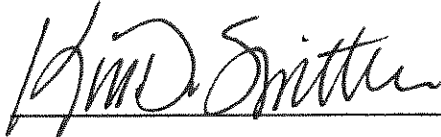
\*Total does not include excess cyber/overall liability or multi-pool/longevity incentives. See separate page(s) if applicable.

**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature



Printed Name

Kirk D. Smith

Print Title

Chair, Lee County Board of Commissioners

Date

5-20-2024

This instrument has been pre-audited in the manner required by the Government Budget and Fiscal Control Act.

Financial Officer:

Signature



Date

5/22/24

*Please sign and return the accepted proposal by June 15th, 2024.*

**RESOLUTION AUTHORIZING THE SALE OF PROPERTY  
LOCATED AT 1913 TEXAS SQUARE**

WHEREAS, the County of Lee owns certain vacant property located at 1913 Texas Square, PIN number 9670-25-5246-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1284, Page 946, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$7,500.00; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$2,428.24; 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 Billy Wicker, III ("Offeror") on February 13, 2024 to purchase the property described above in the amount of \$2,428.24, plus any advertising costs,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on March 18, 2024 and authorized staff to advertise the initial offer; and,

WHEREAS, on March 23, 2024 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, the County received an upset bid offer from Jamie Campbell on March 26, 2024 during the 10-day upset bid period for \$2,750.00 which offer was advertised in *The Sanford Herald* on April 6, 2024 starting the 10-day upset sealed bid period; and,

WHEREAS, the County received an upset bid offer from Billy Wicker, III on April 15, 2024 during the 10-day upset sealed bid period for \$2,937.50 which offer was advertised in *The Sanford Herald* on April 20, 2024 starting the 10-day upset sealed bid period;

WHEREAS, no upset bids were received during the 10-day upset sealed bid period and the upset bid offer of \$2,937.50 from Billy Wicker, III is the final and highest bid received.

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

1. The Lee County Board of Commissioners hereby accepts the offer of \$ 2,937.50 from Billy Wicker, III.

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. The Buyer pays the recording fee.
- 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. The Buyer must pay all advertising costs over \$200.00.
- e. The County Attorney does not perform title searches on the property and the Offeror can and is encouraged to retain their own attorney to perform such title search.
- f. The Buyer takes the property subject to any easements, encroachments, encumbrances, environmental conditions, boundary issues, restrictive covenants, title issues, or other property conditions, known or unknown.
- g. The Buyer takes the property subject to the current Homeowner's Dues of \$400.00 which will be pro-rated at closing.

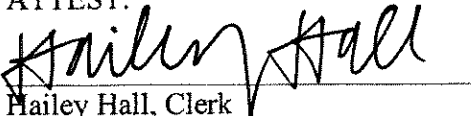
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 20<sup>th</sup> day of May, 2024.



Kirk D. Smith, Chairman  
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk  
Lee County Board of Commissioners



COUNTY OF LEE, NORTH CAROLINA  
GRANT PROJECT ORDINANCE FOR  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
AMENDMENT # 5

**BE IT ORDAINED** by the Lee County Board of Commissioners that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the grant project ordinance for Coronavirus State and Local Fiscal Recovery Funds is hereby amended:

**Section 1:** This ordinance is to establish a budget for a project to be funded by The Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF) using program income that is estimated to accrue during the summer of 2024. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

**Section 2:** The following amounts are appropriated for the project and authorized for expenditure:

Project Code	Project Description	Expenditure Category (EC)	Appropriation of CSLFRF Monies
2114-8123-01	Horton Pool Management	2.22	\$18,375
	Previously assigned funds	7.1,7.2,4.1,3.9	\$11,999,847
	Unassigned		\$0
		<b>Total:</b>	<b>\$12,018,222</b>

**Section 3:** The following revenues are anticipated to be available to complete the project:

CSLRF Project Funds	\$ 11,999,847
CSLRF Program Income	\$ 18,375
General Fund Transfer:	\$ 0
<b>Total:</b>	<b>\$12,018,222</b>

**Section 4:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the County's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on quarterly basis. Additionally, the Finance Department will maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined within the Award Terms and Conditions.<sup>1</sup>

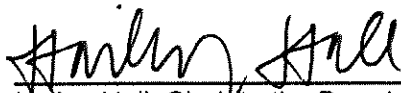
**Section 6:** Copies of this grant project ordinance amendment shall be furnished to the Finance Officer and to the Clerk to the Board.

**Section 7:** The grant project ordinance expires on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by the County, whichever occurs sooner.

ADOPTED this 20th day of May 2024.

  
Kirk D. Smith, Chairman

Attest:

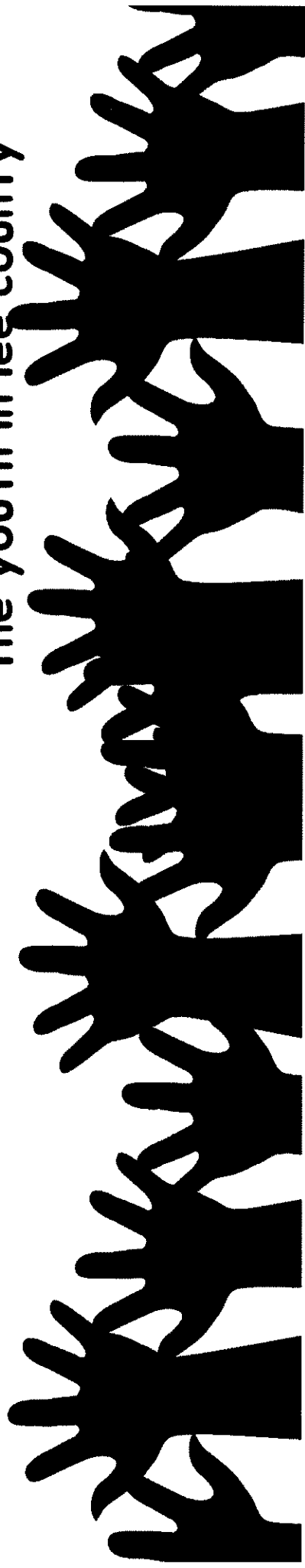
  
Hailey Hall, Clerk to the Board



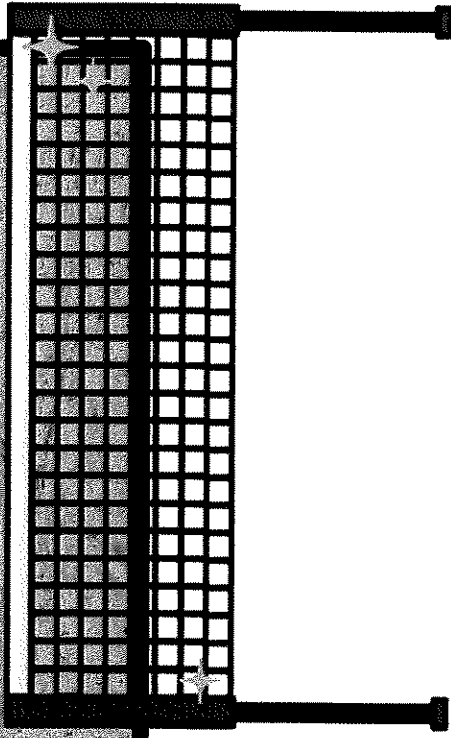
# Lee County Youth Council 2024



Mission statement: Striving for  
the growth and development of  
the youth in lee county







Lee County Youth Council Presents

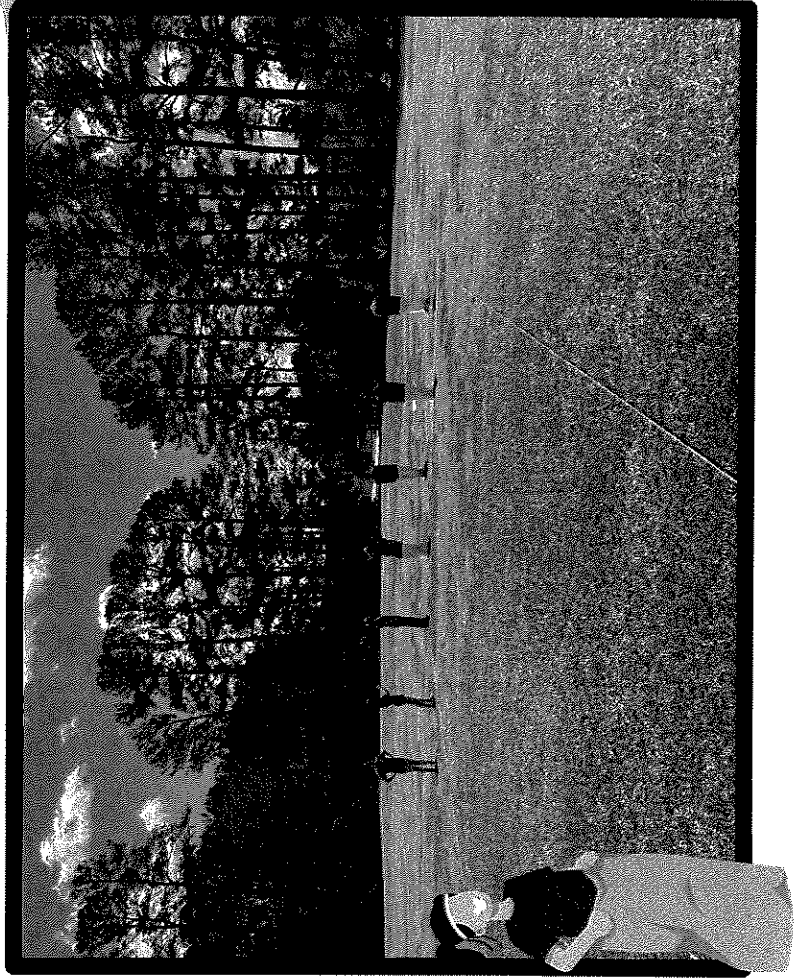
# GRILL N' CHILL COOKOUT

Activities include:

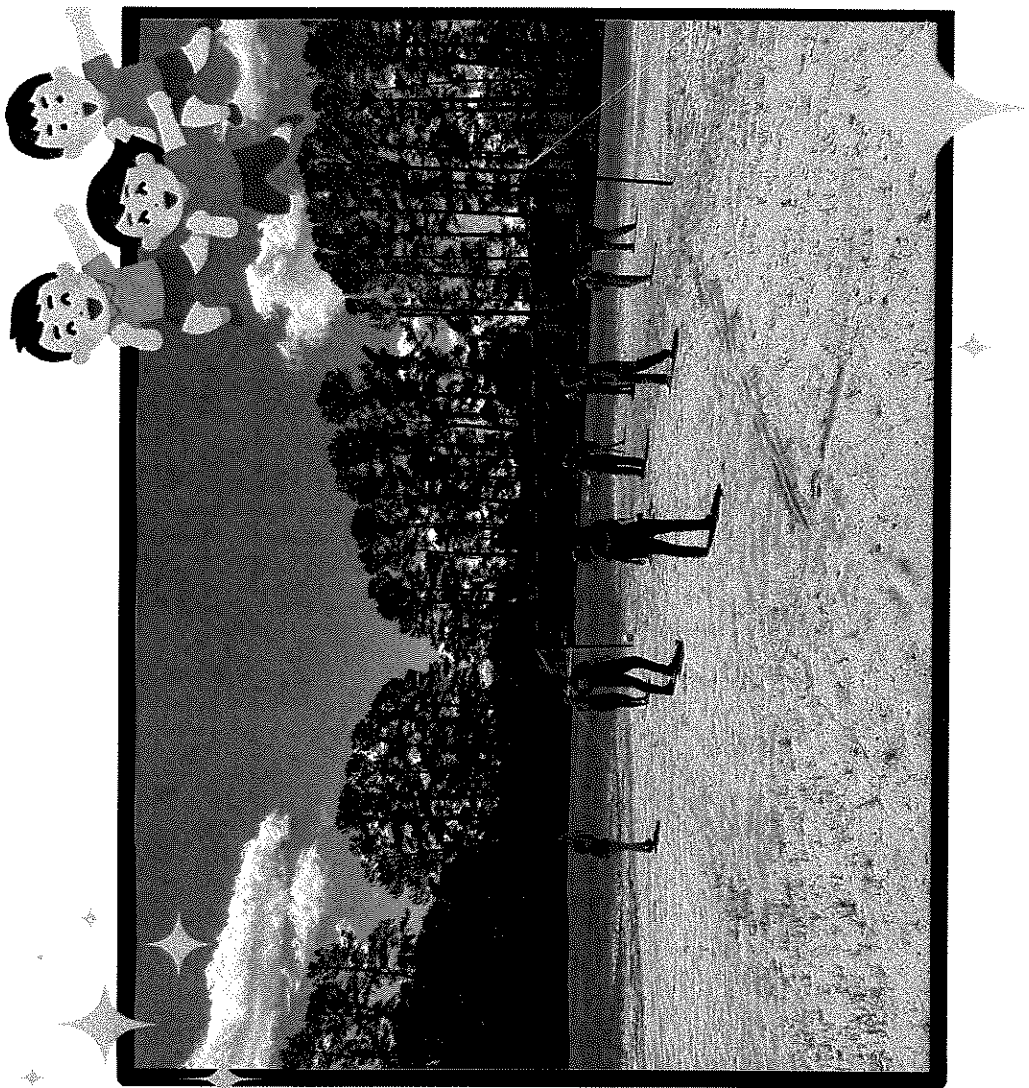
- HOTDOGS
- POTATO SACK RACE
- TUG OF WAR
- FACE PAINT
- VOLLEYBALL

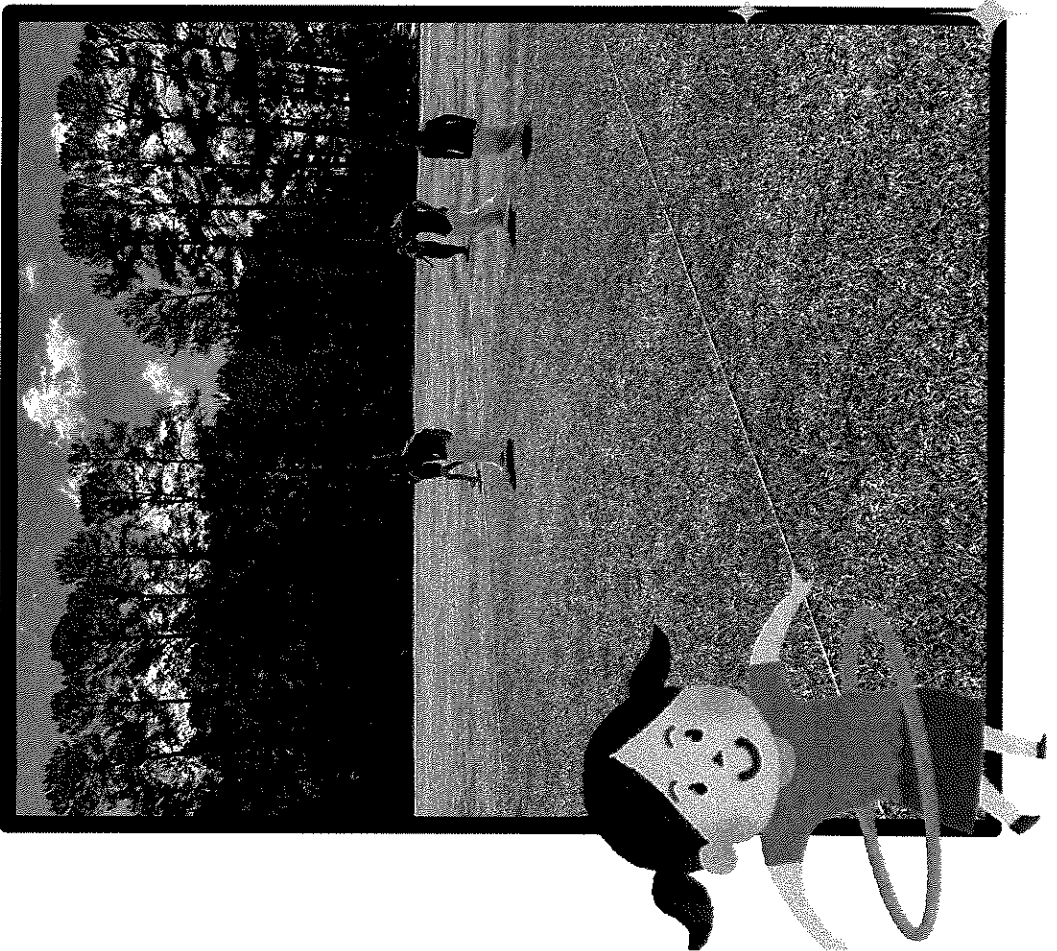
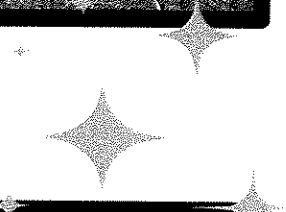
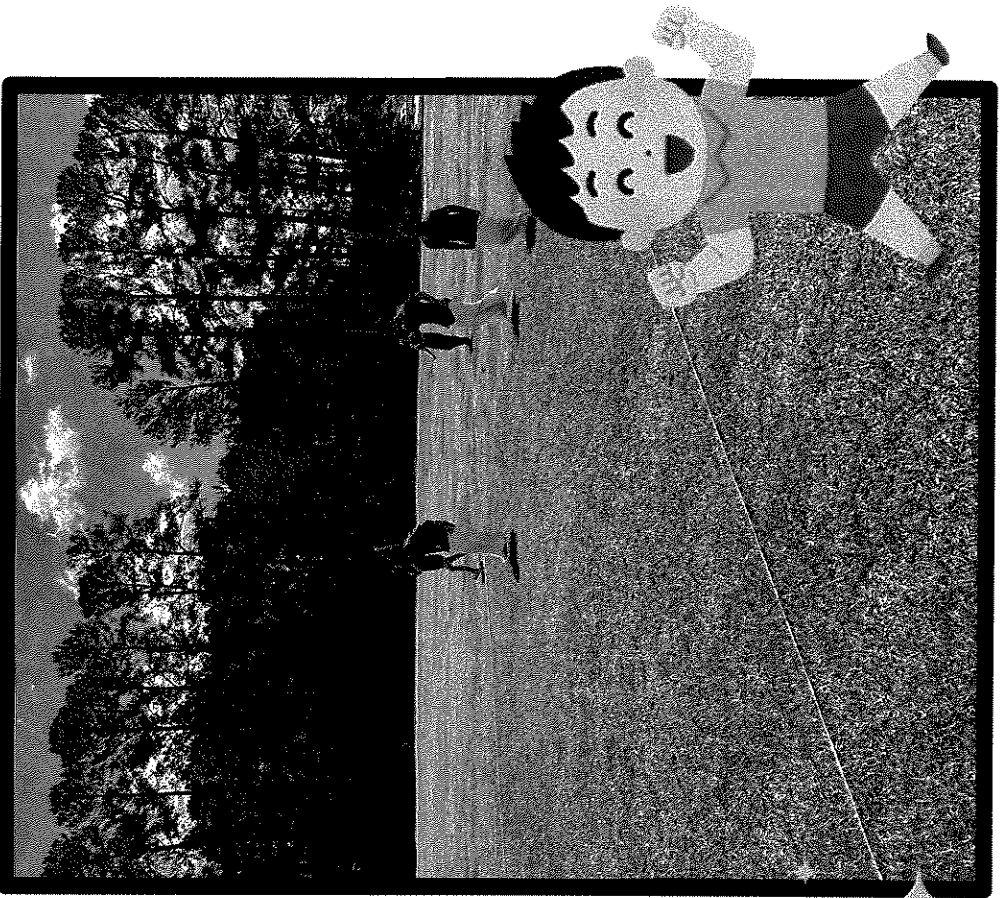
1515 WASHINGTON AVE, SANFORD, NC  
@ HORTON PARK  
From 11am-1pm on May 11th. Fun for all ages and age groups!















May 20, 2024

Kirk Smith, Chair  
Lee County Board of Commissioners  
Lee County Government Center  
Sanford, North Carolina 27330

Dear Chair Smith:

The Lee County Fire Advisory Board has completed its annual review of the budget requests from the Lee County volunteer fire departments for fiscal year 2024/2025. On April 10<sup>th</sup>, the Fire Advisory Board met to review and discuss the budget requests from each of the county volunteer fire departments. During the budget review, we developed a list of questions and/or concerns related to each department's budget request. The list of questions was then sent to the respective Fire Chief for each department. On April 27<sup>th</sup>, the Fire Advisory Board met with representatives from each of the fire departments to answer questions, discuss concerns, and review the data. After the meeting between the Fire Advisory Board and the representatives from the fire departments, the Fire Advisory Board reviewed the information discussed during the meeting. Based on those discussions and the budget requests submitted, the Fire Advisory Board would like to make the following recommendations:

### **Tramway Fire Department**

Tramway Fire Department is requesting an increase in their budget of \$183,349 or 35.7%. The department is increasing salaries by \$88,492 dollars for a cost-of-living raise, adding another position to their staffing level and an increase in part-time pay to \$22 dollars per hour. The departments goal is to provide full time staffing to offset the volunteer response during the normal work hours. The departments capital and debt funding for this year is increasing \$41,200. This is going to the purchase of replacement apparatus and equipment. Tramway Fire District's tax base grew by about \$28.1 million. With the growth in the tax base and utilizing \$124,000 of fund balance to cover the increase in the budget request. The Fire Advisory Board is recommending Tramway Fire Department's budget as requested with an increase in tax rate of \$0.005 to \$0.082.



### **Deep River Fire Department**

Deep River Fire Department has a budget increase of \$185,605 or 45.2%. The department has a \$11,591 increase in pay for full-time staff members and adding one full-time position. Decreasing part time hours from 40 to 8 hours per week. The departments capital and debt funding for this year is increased by \$160,000. This will go towards the purchase of a new engine and brush truck. Deep River Fire District's tax base increased about \$15.6 million over current year. With the growth in the tax base, the increase in budget, and utilizing \$75,000 of their available \$147,000 fund balance, the fire tax rate will increase \$0.017 to \$0.108. The Fire Advisory Board is recommending Deep River Fire Department's budget as requested with the increase of the fire tax rate to \$0.108.

### **Cape Fear Fire Department**

Cape Fear Fire Department's budget request shows an increase of \$127,783 or 18.6%. The department is increasing the cost of personnel by \$15,000. The department is requesting an increase of \$85,000 to capital and debt funding. This will go towards the replacement of Engine 55, building upgrades, replacement of aging SCBA (Self Contained Breathing Apparatus) and a station addition, working towards 24 hour staffing. Cape Fear Fire District's tax base increased by \$10.7 million over current year. Cape Fear Fire Department has been contracted to provide fire protection to the Clearwater Forest Fire District. Clearwater Fire District's tax base increased by \$4.1 million. The combined tax base for Cape Fear Fire District and Clearwater Fire District is \$642,127,000. Using \$75,000 of the available fund balance, the projected fire tax for Cape Fear Fire District and Clearwater Fire District will increase \$0.016 to \$0.127. The Fire Advisory Board is recommending Cape Fear Fire Department's budget as requested with the increased fire tax rate to \$.127.

### **Northview Fire Department**

Northview Fire Department has requested a budget increase of \$13,486 or 1.1%. Northview has had several decreases in their budget line items. A decrease in payroll taxes, retirement, health insurance and workers compensation is \$74,000. The increase in the department's budget for personnel is \$72,800. The fire department is looking at staffing of 2 full time 24hour shift personnel. With the new staffing there is an increase in turn-out gear budget of \$10,000. Northview Fire District's tax base grew about \$220 million. With the increased tax base, utilizing \$121,000 of the fund balance, the tax rate would increase \$0.010 to \$0.090. The Fire Advisory Board is recommending Northview Fire Department budget as requested and increasing the fire tax rate to \$0.090.



### **Lemon Springs Fire Department**

Lemon Springs Fire Department has requested a budget increase of \$213,150 or 60.3%. The department is increasing salaries by \$20,000 for cost-of-living raise and an increase in man hours.(adding a 2nd part time staff position). The department is requesting an increase of \$160,000 in capital and debt funding. These funds will be used to replace apparatus, purchase radios, and station upgrades. Lemon Springs Fire District's tax base grew by about \$31.7 million. With the growth in tax base, the requested budget, the tax rate for Lemon Springs Fire District would increase \$0.030 to \$.102.

The department currently has a fund balance of \$210,000. The department has requested to use \$150,000 for debt consolidation. Requesting to keep the remaining \$60,000 in the fund balance for emergencies. The Fire Advisory Board is recommending Lemon Springs Fire Department budget as requested and increasing the tax rate to \$0.090 along with the approval for the use of the fund balance.

### **Carolina Trace Fire Department**

Carolina Trace Fire Department is requesting a \$173,870.83 or 27.0% increase in their budget. The increase in the budget was a result of \$136,460 increase in salary's, covering a full time fire chief and 2 (12 hour) shifts during the day and night giving 24 hour coverage. Last year the department budgeted for upgrades to the station to support 24 hour staffing. Carolina Trace Fire District's tax base grew by \$15.4 million. The department's projected fund balance is \$25,000, with the increase in the tax base, along with the use of the \$25,000 in fund balance their tax rate will increase \$0.00. to \$0.128. The Fire Advisory Board is recommending Carolina Trace Fire Department budget as requested and the increase in tax rate to \$0.128

### **Pocket Fire Department**

Pocket Fire Department is requesting a budget increase of \$103,704 or 29.2% . \$13,225 of those funds are going towards staffing and cost of living increase. The department has increased the capital reserve and debt funding to \$79,906.74. This increase is to replace a fire engine, upgrading the Blackstone Rd. station with 2 addition apparatus bays. Pocket Fire District had growth in the tax base of about \$14.4 million. The department currently has a fund balance of \$31,000, they're requesting to use \$10,000 for a salary increase while using the remaining \$20,000 towards the tax rate. With the growth in the tax base and using \$21,000 from their fund balance, the projected tax rate will increase \$0.030 to \$0.150. The Fire Advisory Board is recommending Pocket Fire Department budget as requested and increasing the tax rate to \$0.150 along with the approval for the use of the fund balance.





## Summary

As you will note, all of the seven fire departments will have a change in their current tax rate for 2024/2025.

The cost of personnel, equipment replacement, truck replacement and along with operating cost continue to increase. Volunteerism though-out our state continues to decrease, the fire departments in Lee County are taking steps to mitigate these issues with paid staff. Assuring that there will always be someone to answer the call for service.

The Lee County Fire Advisory Board would like to take this opportunity to thank the fire departments for their efforts and their continued service to the citizens of Lee County, as well as the Commissioners for making sure the Fire Departments have the necessary tools to do so.

Thank You.



John Rzycki, Chair  
Lee County Fire Advisory Board

Attached: FY 2024 / 2025 Fire Department Spreadsheet

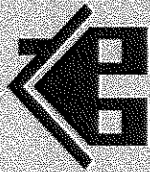
# Recommended FY 2024-2025 Annual Budget



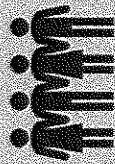
Submitted by:  
Lisa G. Minter, CPA  
County Manager

Board of Commissioners Meeting  
Ruby McSwain Center  
May 20, 2024

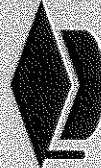
# Budget Goals



**Maintain Property Tax Rate (65 cents)**



**Provide the County's employees a meaningful wage increase**



**Increase County's Investment in Education**

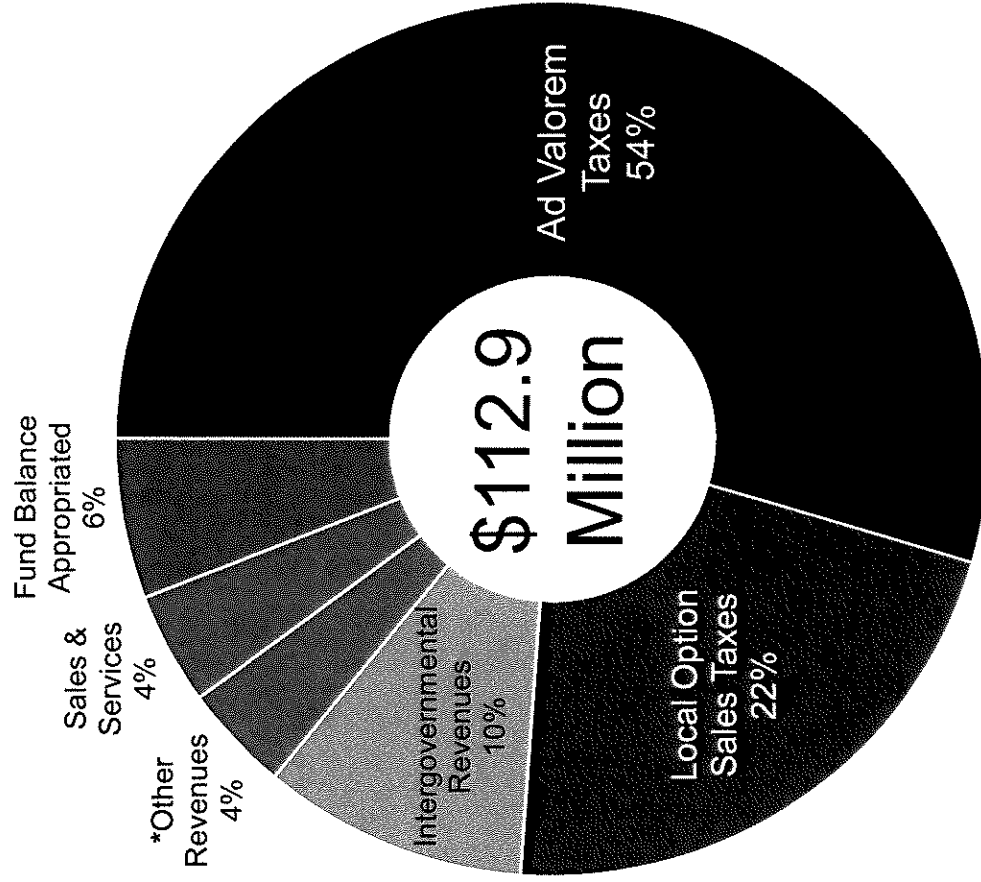
# FY25 Recommended Budget Highlights



- **Change in Budget**  
= **\$8,089,265**
- **Debt Service**
  - Debt Service Funds from 6.34 cents dedicated to debt service - \$379,252
  - Debt Service Funds from Capital Reserve - \$1,228,824
- **Education**
  - LCBOE - \$2,020,500
  - CCCC - \$126,440
- **Employee Compensation and Benefits**
  - Pay Plan and Wage Adjustment - \$1,659,304
  - Mandated Retirement Contribution - \$324,436
  - Reclassifications - \$110,348
- **Staffing - \$669,937**
- **Capital, Building Improvements, Facility Development - \$1,349,926**
- **Other operational increases - \$220,298**

# Projected Total Revenues

Ad Valorem Taxes	\$ 61,501,965
Local Option Sales Taxes	24,412,516
Intergovernmental Revenues	11,116,376
Permits & Fees*	373,132
Other Taxes & Licenses*	768,800
Sales & Services	4,707,946
Investment Earnings*	1,250,000
Miscellaneous*	305,080
Transfers In*	1,787,315
Fund Balance Appropriated	6,704,208
<b>*Other Revenues</b>	<b>\$112,927,338</b>
<b>Total</b>	<b>\$112,927,338</b>



# Revenue Assumptions



**FY 2024-25 Projected Revenue: \$112,927,338**



## Property Tax Assumptions

FY24 Current  
Tax Rate  
**\$0.65**  
per \$100 of  
valuation

FY24  
One Penny  
on Tax Rate  
= **\$878,247**

FY25 Proposed  
Tax Rate  
**\$0.65**  
per \$100 of  
valuation

FY25  
One Penny  
on Tax Rate  
= **\$938,066**

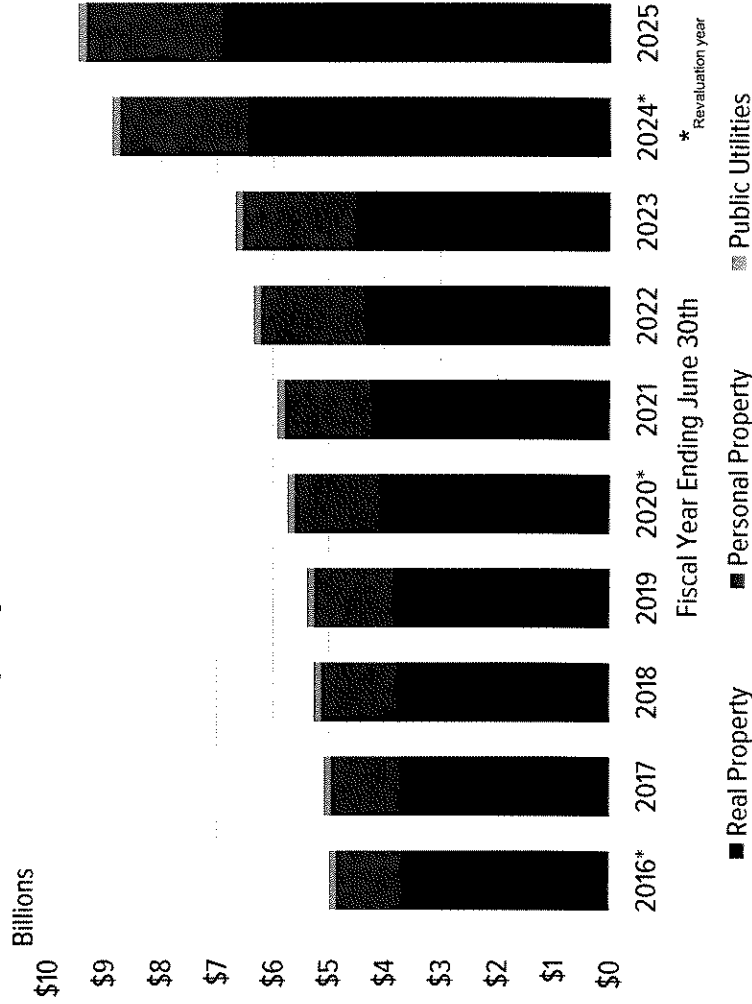
Ad Valorem  
Taxes for  
FY25  
= **\$60,974,265**

Increase in  
Revenue for  
FY25  
= **\$3,888,228**

# Revenue Assumptions- Property Tax



Property Tax Base Growth



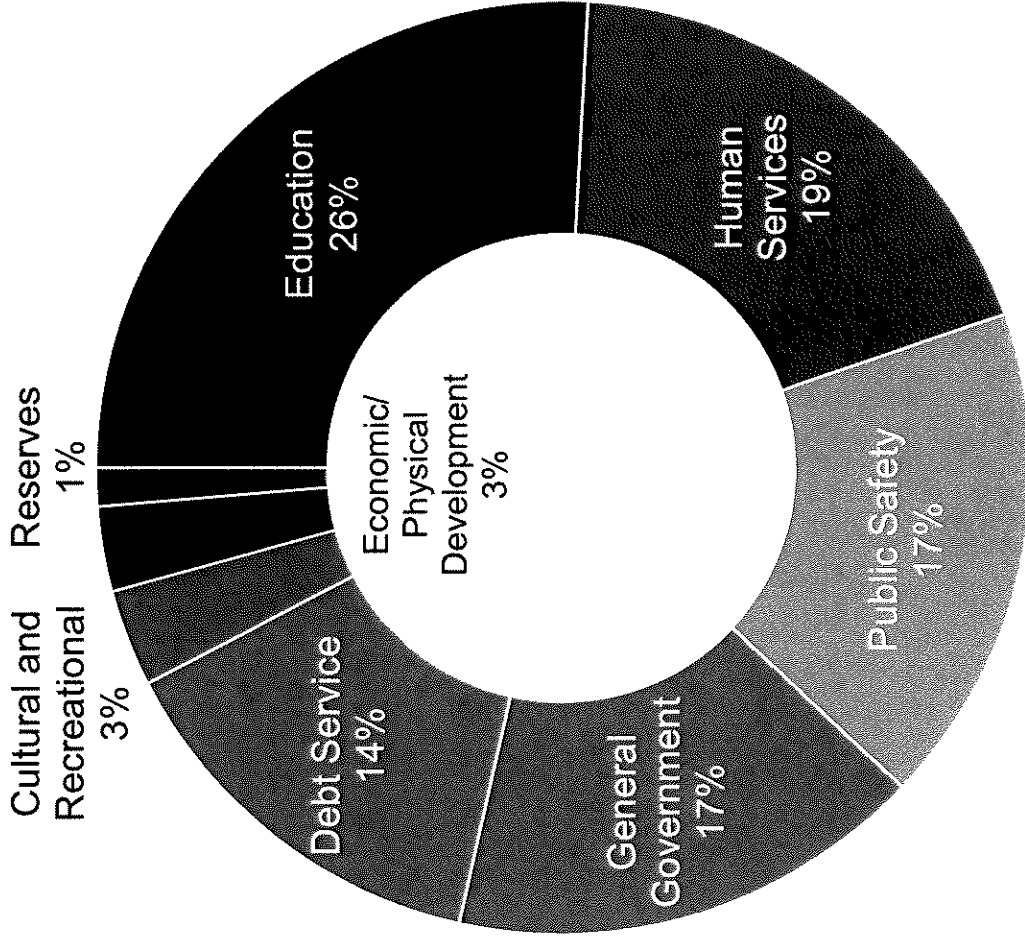
- FY 2024-25 Base
  - \$9,468,087,000
- FY 2023-24 Base
  - \$8,864,360,800
- Increase of \$603,726,200
- Increase in per penny levy
  - \$59,819
- Increase in revenue
  - \$3,888,228 or 6.81%





# Projected Total Expenditures

General Government	\$18,699,224
Public Safety	19,581,431
Economic/Physical Development	3,311,486
Human Services	21,187,815
Education	29,170,699
Cultural and Recreational	3,831,788
Debt Service	15,649,895
Reserves	1,495,000
<b>Total</b>	<b>\$112,927,338</b>



# Expenditure Assumptions



FY 2024-25 Projected Expenditures: \$112,927,338

## Personnel Impacts

Continuation of pay plan

Cost of Living Adjustment

Retirement Contribution increase

New Positions

## Operating Impacts

Inflationary increases

Building improvements and facility development

IT costs

Property & liability insurance increases

# Personnel Impacts



Cost of Living  
Adjustment and  
Pay Plan

3.7% COLA based on County's financial policies  
\$1.659 million

Retirement  
Contribution  
increase

\$324,436 mandated increase

Reclassifications

\$110,348

# Personnel Impacts



## 26 new positions requested (12 recommended)

DSS – 5 (5)

IT – 1 (0)

Sheriff – Animal Control – 1 (1)

Sheriff – Dispatch – 1 (0)

Library – 5 (1)

Strategic Services – 1 (1)

Public Health – 2 (2)

Sheriff – 1 (1)

Sheriff – SRO – 1 (0)

Jail – 4 (0)

Parks & Recreation – 2 (1)

## Budget Impact

Requested: \$1,883,245 | Recommended: \$906,716

# Operating Impacts

## Inflationary Increases

- Utilities
- Medical contract for Jail
- Food contracts for Jail and Senior Services
- Shared department costs with the City
- Fuel costs
- Vehicles

# Operating Impacts

## IT Costs

- Increased costs for VxRail system due to acquisition of VMWare by Broadcom - \$187,645
- Upgrade of KRONOS timekeeping system - \$26,276
- Cybersecurity items - \$18,840
- Broadway generator - \$21,500

## General Services

- Budgeting for the increased cost of facility maintenance
  - Waterproofing issues at the Courthouse/Jail
  - Chiller replacement at the Courthouse/Jail
  - Maintenance and repairs to the O.T. Sloan pool
  - Resurfacing of parking lots
  - New carpeting

Property & liability increase of approximately 15%

# Lee County Schools



## Request – Current Expense

- Current allocation **\$ 20,134,024**
- Requested increase **5,153,467**
- Total request **\$ 25,287,491**

## Request – Current Expense Detail

- Implementing a new pay plan **\$3,456,468**
- Restoring Master's pay **202,815**
- Operational increases **981,634**
- Personnel requests **512,550**

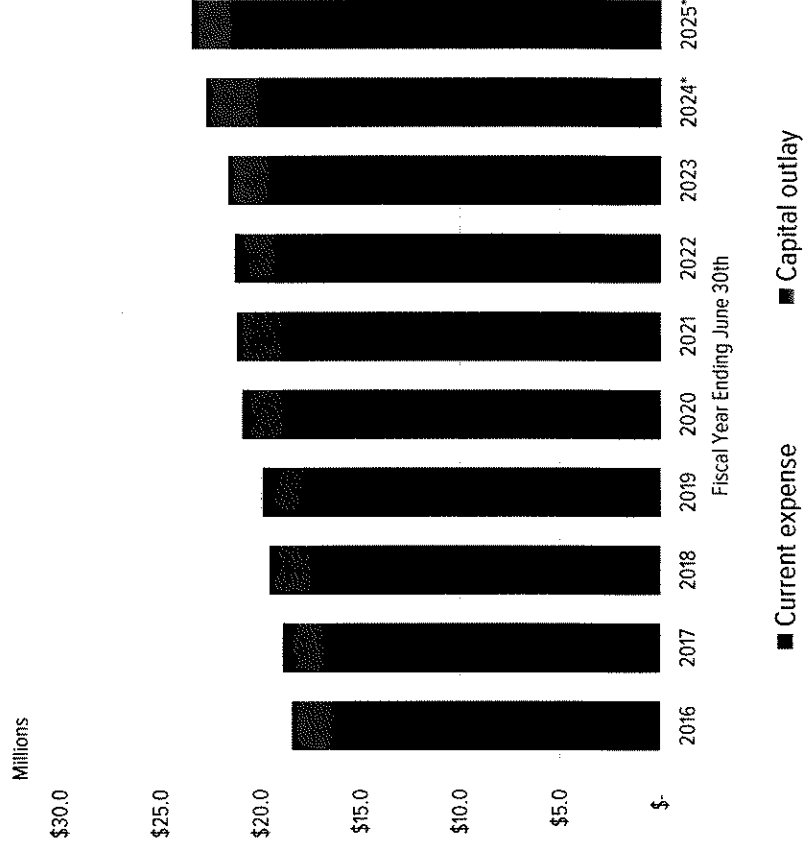
## Recommended – Current Expense

- Increase - **\$1,373,800**, or **6.82%**
- Total current expense recommendation - **\$21,507,824**
- Difference - **\$3,779,667** (4.03 cents in property tax)

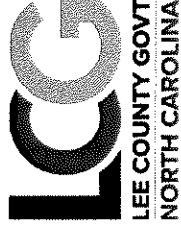
## Request – Capital Outlay - \$1,994,200

- Recommended - **\$1,994,200 (\$646,700 increase)**

## Lee County Schools Funding



# Central Carolina Community College (CCCC)



## Request – Current Expense

- Current allocation \$ 3,512,305
- Requested increase 311,177
- Total request \$ 3,823,482

Request – Moore Center \$718,745

- Recommended - \$718,745

## Recommended – Current Expense

- Increase - \$287,695
- Total current expense recommendation: \$3,800,000
- Difference - \$23,482

Request – Civic Center \$64,930

- Recommended - \$64,930

## Request – Special Allocation \$250,000

- College Promise Program
- Recommended - \$250,000

Request – Capital Outlay \$200,000

- Recommended - \$150,000
- Difference - \$50,000



# Other Items of Note



- Debt/Capital Reserve Funding
  - 6.34 cents of tax rate dedicated to debt/capital reserve
- Solid Waste Fees will increase for FY 2024-25.

Fee	Current Rate	Proposed Rate	Difference
Disposal fee	\$ 71.75	\$ 75.00	\$3.25
Collection fee	\$ 71.75	\$ 75.00	\$3.25
<b>Total</b>	<b>\$143.50</b>	<b>\$150.00</b>	<b>\$6.50</b>

# **Recommended FY 2025-2029 Capital Improvement Plan (CIP)**



Submitted by:

**Lisa G. Minter, CPA**  
County Manager

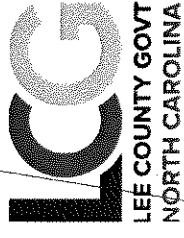
Board of Commissioners Meeting  
Ruby McSwain Center  
May 20, 2024

# Presentation Agenda

- CIP Overview
- Total Capital Requested FY 2025-2029
- Total Capital **Recommended** FY 2025-2029
  - General Government
  - K-12 Education- Lee County Schools
  - Higher/Workforce Education- CCCC
  - Community Development
  - Human Services
  - Public Safety
- Debt Outlook
- Next Steps
- Questions



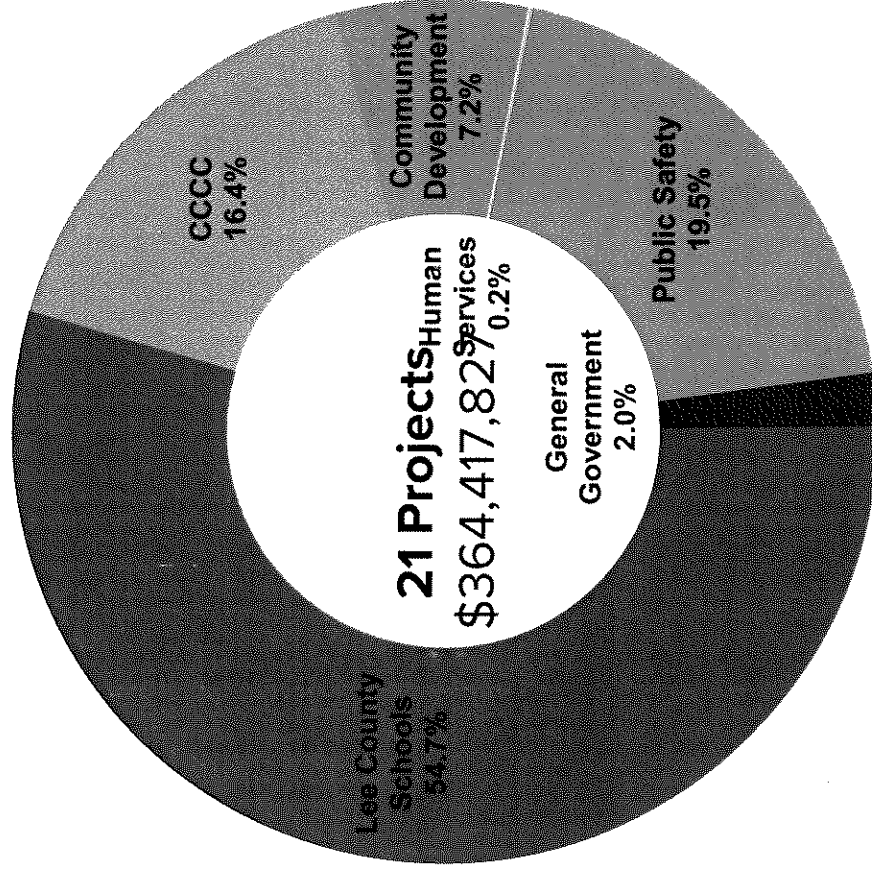
## Capital Improvement Plan (CIP)



- The County's Capital Improvements Plan (CIP) is intended to be our “**strategic plan**” for **major capital improvements** (projects exceeding \$500,000)
- Five-year plan (FY25 through FY29)
- The year in which projects are recommended is when the project will be financed. Work is expected to begin before that date for most projects.

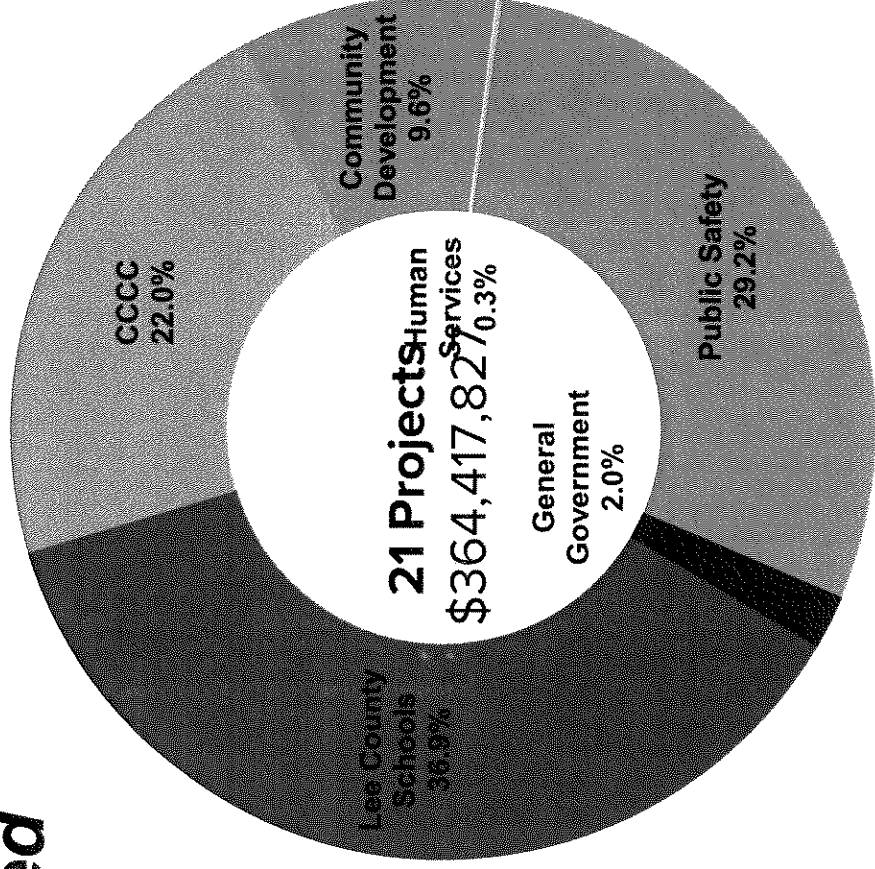
# Total Capital Requested FY 2025-2029

Project Area	#	Total Amount
General Government	3	\$7,856,000
Lee County Schools	14	\$216,974,003
CCCC	3	\$65,050,000
Community Development	2	\$28,380,000
Human Services	1	\$750,000
Public Safety	3	\$89,500,000
<b>Total Capital Requests</b>		<b>\$396,510,003</b>



# Total Capital Recommended FY 2025-2029

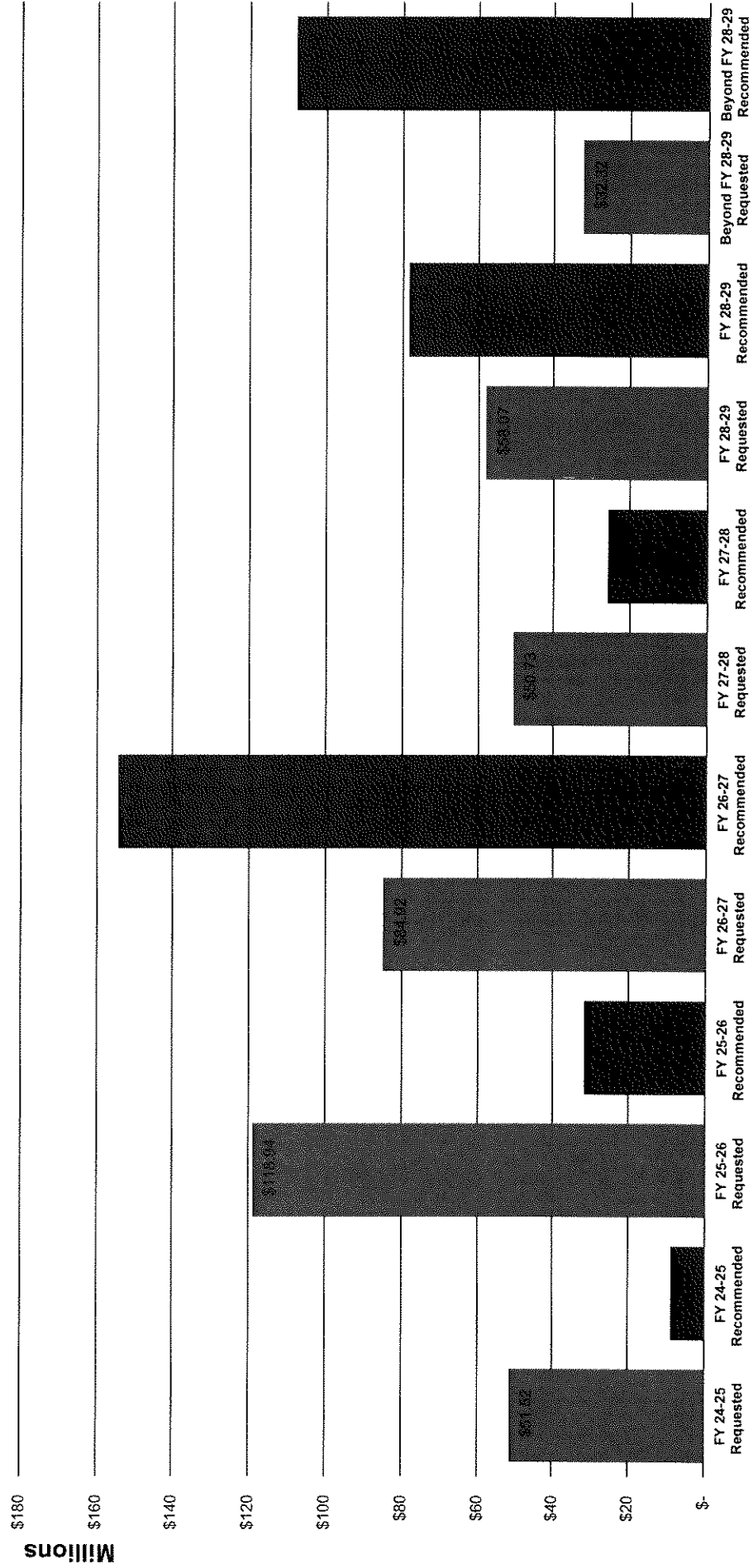
Project Area	#	Total Amount
General Government	2	\$6,041,000
Lee County Schools	10	\$109,113,726
CCCC	3	\$65,050,000
Community Development	2	\$28,380,000
Human Services	1	\$750,000
Public Safety	3	\$86,500,000
<b>Total Capital Requests</b>		<b>\$298,829,726</b>



Requested

vs.

Recommended



# **Recommended Projects**

# **General Government**



# General Services Expansion

Total Cost: \$1,041,000

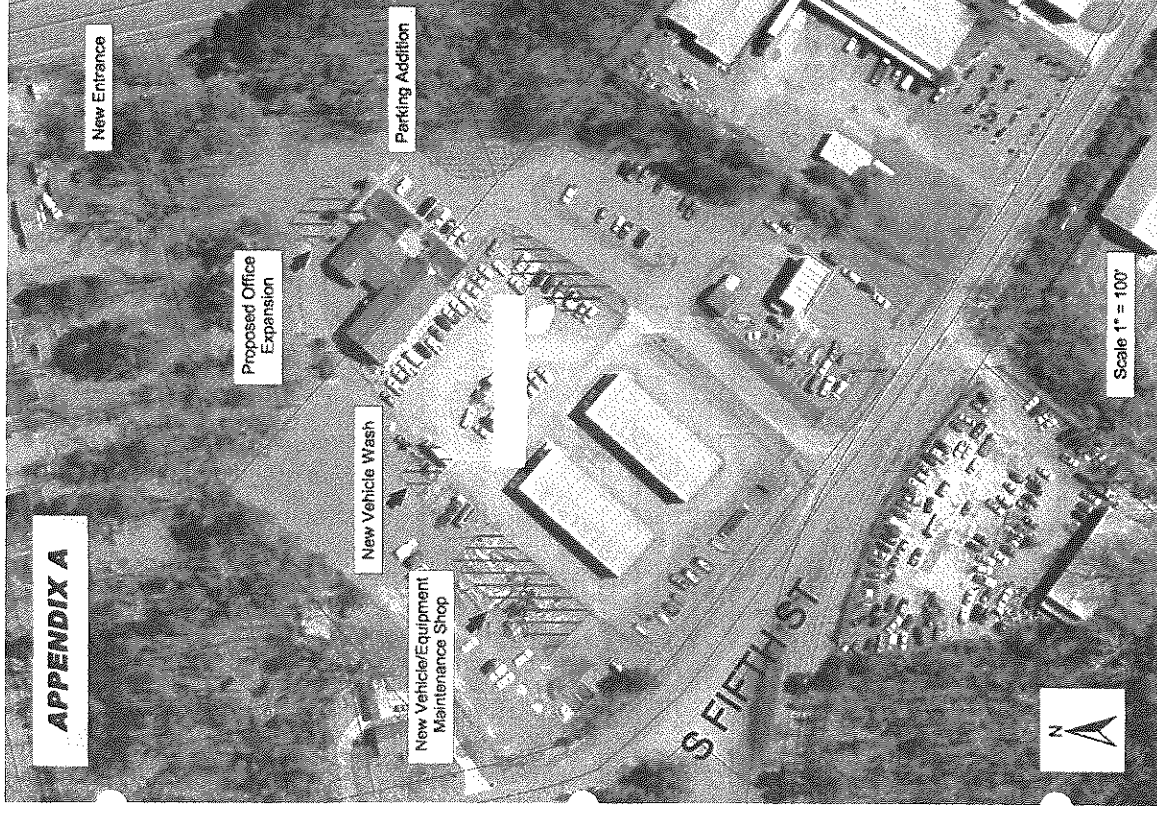
Requested Date: FY 24-25

Recommended Date: FY 24-25

Addition of five (5) offices and a large training room.

Mechanical and wash bay addition also requested, but has been incorporated into the joint maintenance facility proposal

*Funded by Pay As You Go (PAYGO)*



## **Renovation of Former Main Library**

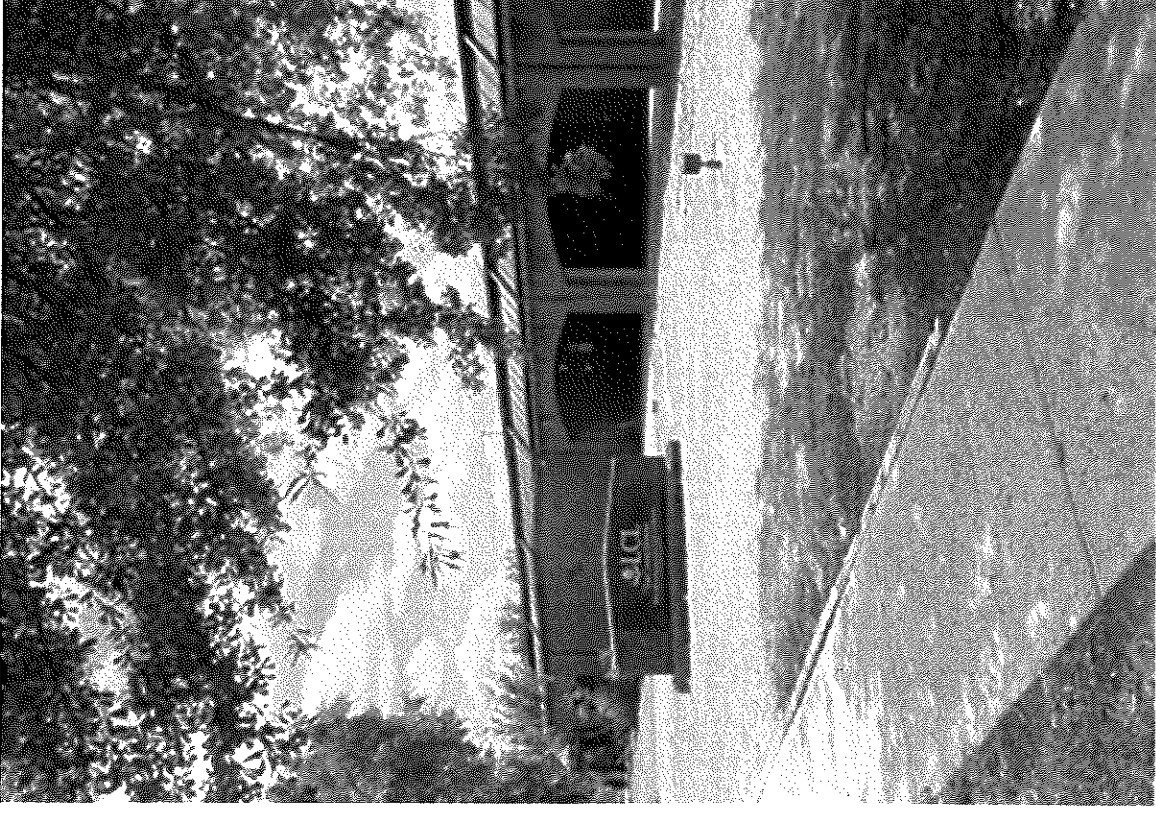
**Total Cost: \$5,000,000**

**Requested Date: FY 25-26**

**Recommended Date: FY 26-27**

**Existing space will be transformed into a new office building that will alleviate office space issues.**

*Funded by Financing Proceeds*



**Recommended Projects**

**K-12 Education**  
**Lee County Schools**

# **Land Purchase for Multi-Site School Development**

**Total Cost: \$1,800,000**

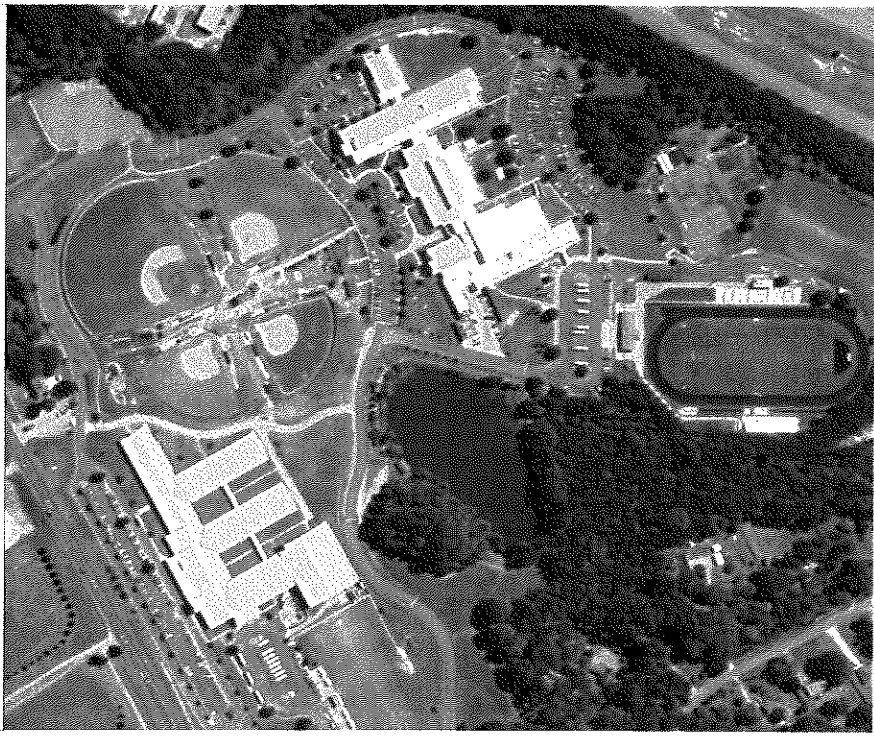
**Requested Date: FY 24-25**

**Recommended Date: FY 24-25**

With land prices continuing to increase, it would be beneficial to begin the search for land for future schools. This site would need to be large enough to accommodate an elementary and middle school, roughly 85-90 acres.

*Funded by Pay As You Go (PAYGO)*

LEE COUNTY  
SCHOOLS  
INSPIRED



# Joint Maintenance Facility & Storage Building

Total Cost: \$11,909,100

Requested Date: FY 24-25

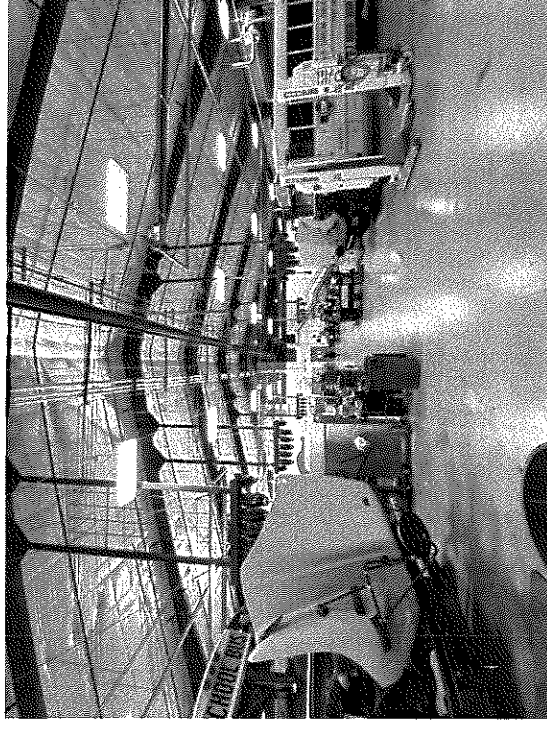
Recommended Date: FY 25-26

Inspired by a similar project in Chatham County, this Joint Maintenance Facility would provide vehicle maintenance for both Lee County Schools (buses and other vehicles) and Lee County Government (Sheriff's vehicles, COLTS vans, and others).

*Funded by Financing Proceeds*

LEE COUNTY  
SCHOOLS

INSPIRED



LEE COUNTY  
GOVERNMENT  
NORTH CAROLINA

# **Southern Lee High School Auditorium & 6 Classrooms**

**Total Cost: \$13,306,975**

**Requested Date: FY 24-25**

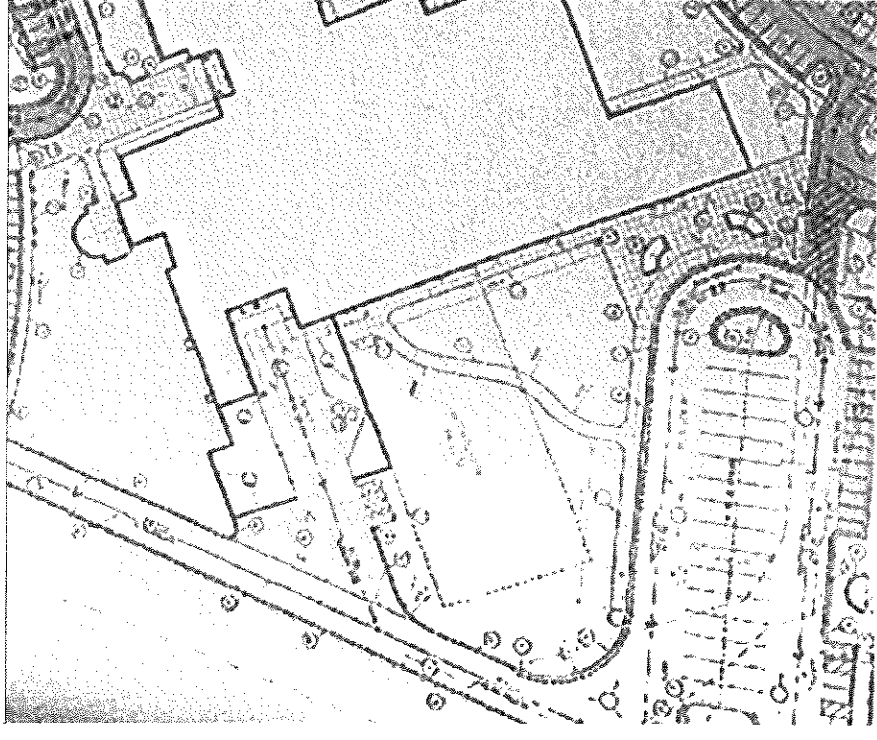
**Recommended Date: FY 26-27**

650 Seat Auditorium with accompanying storage and classroom space for students.

Covered walkways in the front and from the bus lot for student drop off/pick up and covered walkways for the back courtyard.

*Funded by Financing Proceeds*

**SOUTHERN LEE  
HIGH SCHOOL**



# Lee County High School HVAC & Interior Renovation

Total Cost: \$6,859,651

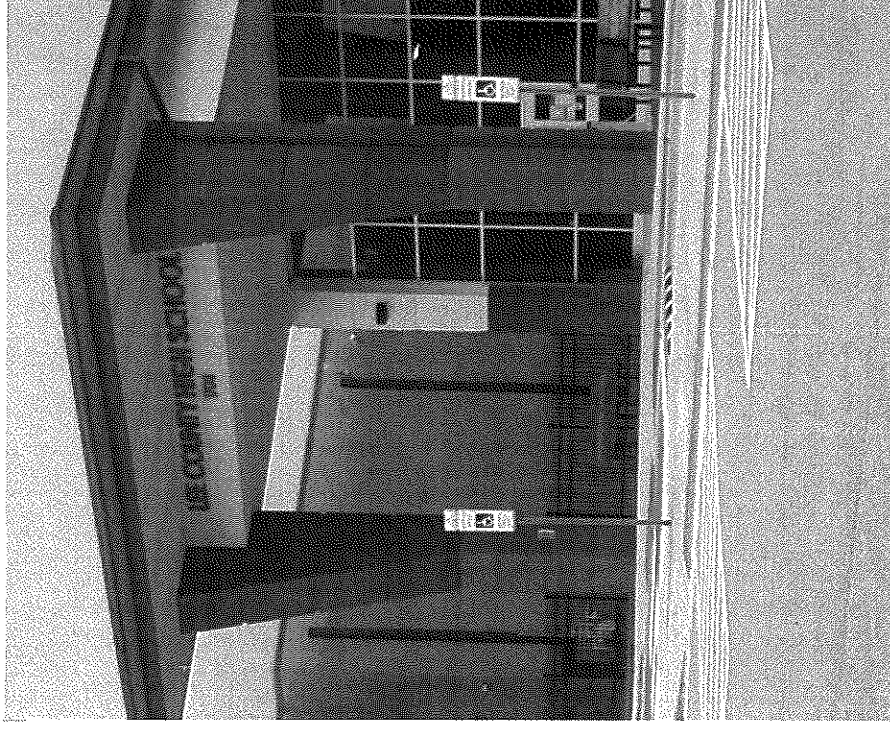
Requested Date: FY 24-25

Recommended Date: FY 26-27

The renovation project will include HVAC upgrades, accessibility improvements to the building, and upgrades to stage and equipment.

Renovation efforts will extend to the two classrooms and other offices housed within the auditorium building

*Funded by Financing Proceeds*



# **Southern Lee High School Chiller & Pump Replacement**

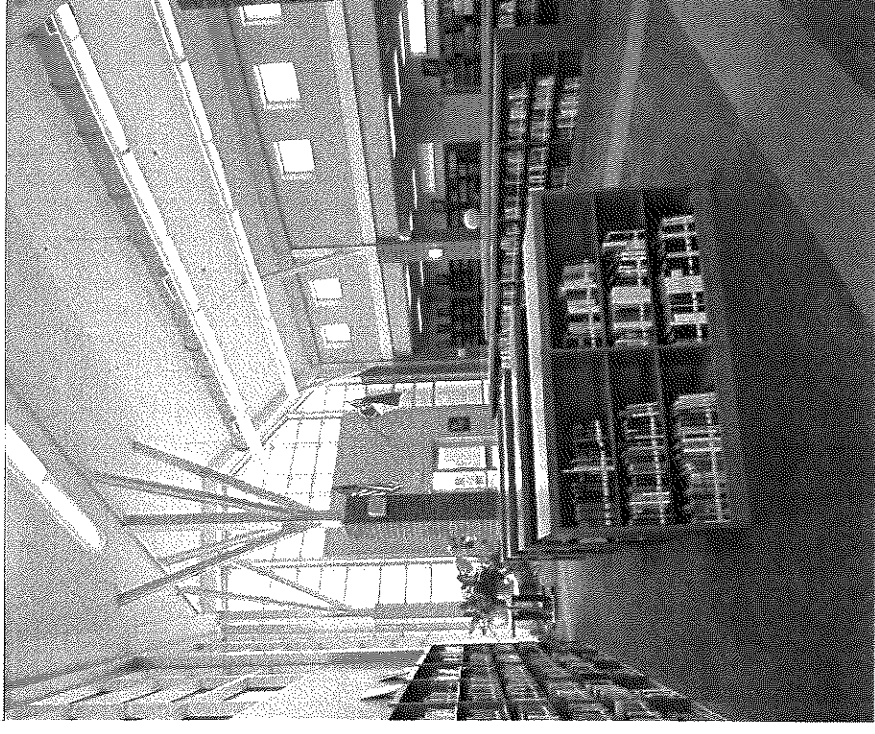
**Total Cost: \$1,384,000**

**Requested Date: FY 25-26**

**Recommended Date: FY 26-27**

The project will consist of replacing both the chiller and pumps for Southern Lee High School.

*Funded by Financing Proceeds*





# East Lee Middle School New Gym and Renovations

Total Cost: \$11,167,100

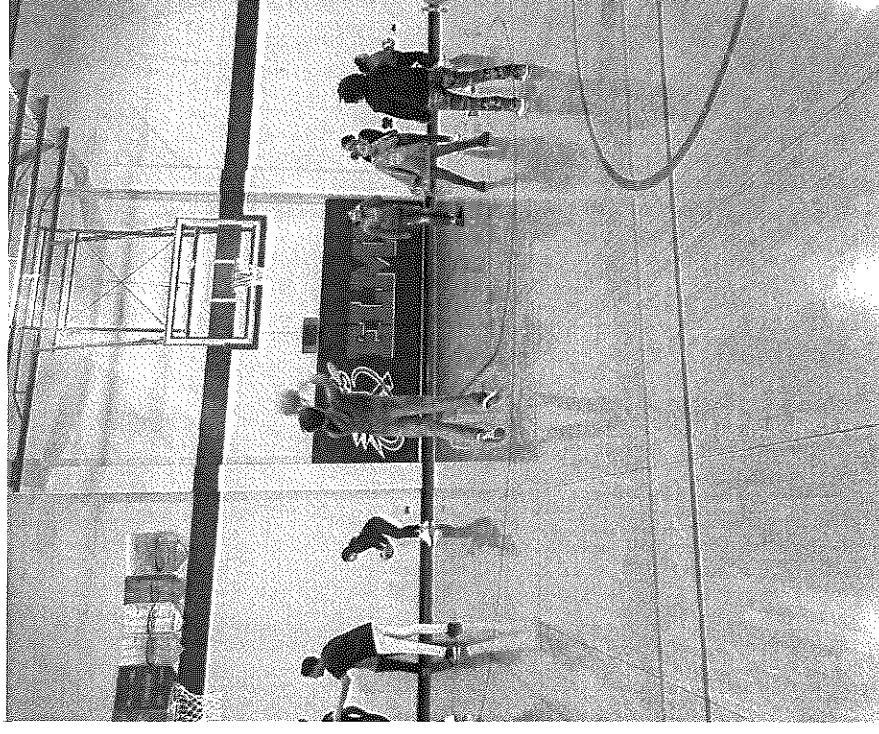
Requested Date: FY 25-26

Recommended Date: FY 27-28

The proposed project involves the construction of an updated gymnasium that meets the regulation standards for court size and increases the seating capacity to accommodate the entire student body.

The district also aims to incorporate learning spaces for two additional classrooms within the gymnasium complex.

*Funded by Financing Proceeds*



# West Lee Middle School New Gym and Renovations

**Total Cost: \$11,167,100**

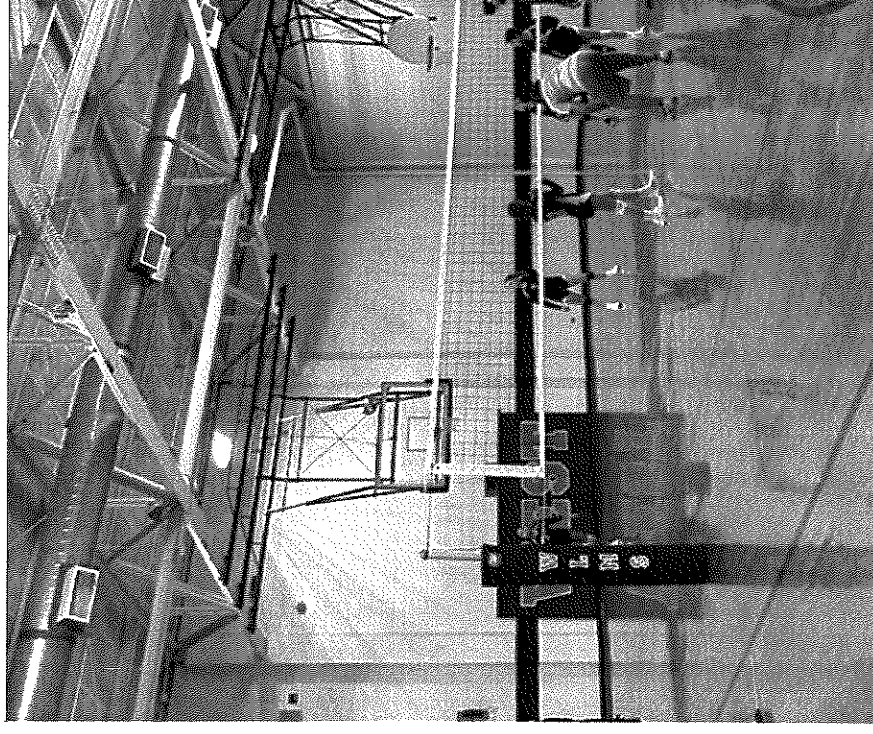
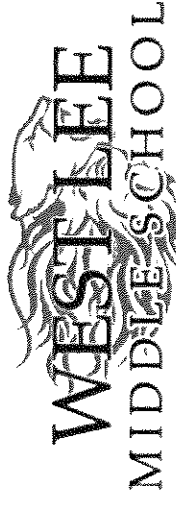
**Requested Date: FY 25-26**

**Recommended Date: FY 27-28**

The proposed project involves the construction of an updated gymnasium that meets the regulation standards for court size and increases the seating capacity to accommodate the entire student body.

The district also aims to incorporate learning spaces for two additional classrooms within the gymnasium complex.

*Funded by Financing Proceeds*



# Lee County High School Stadium Rebuild

**Total Cost: \$3,392,000**

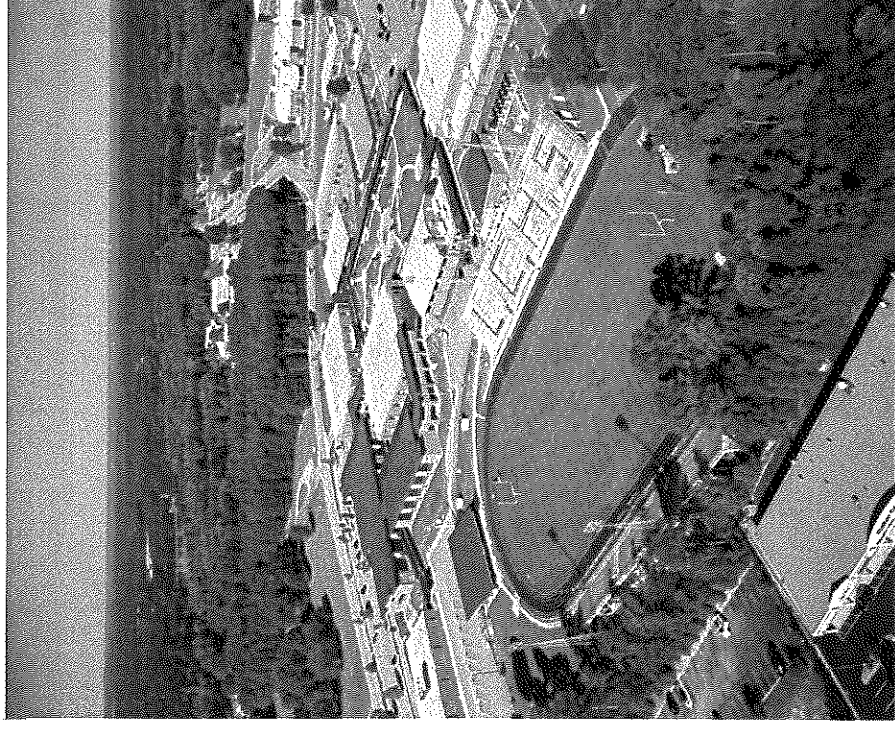
**Requested Date: FY 27-28**

**Recommended Date: FY 27-28**

Demolition and rebuild of the Lee County High School stadium would ensure the stadium is safe for all spectators and athletes.

Additionally, this remodel would build a new press box that would be ADA accessible.

*Funded by Financing Proceeds*



# **New Elementary School**

**Total Cost: \$47,000,400**

**Requested Date: FY 26-27**

**Recommended Date: FY 28-29**

Construction of a new elementary school that holds 850 students.

*Funded by Financing Proceeds*

**LEE COUNTY  
SCHOOLS**

INSPIRED



# **SanLee Middle School Chiller & Pump Replacement**

**Total Cost: \$1,127,400**

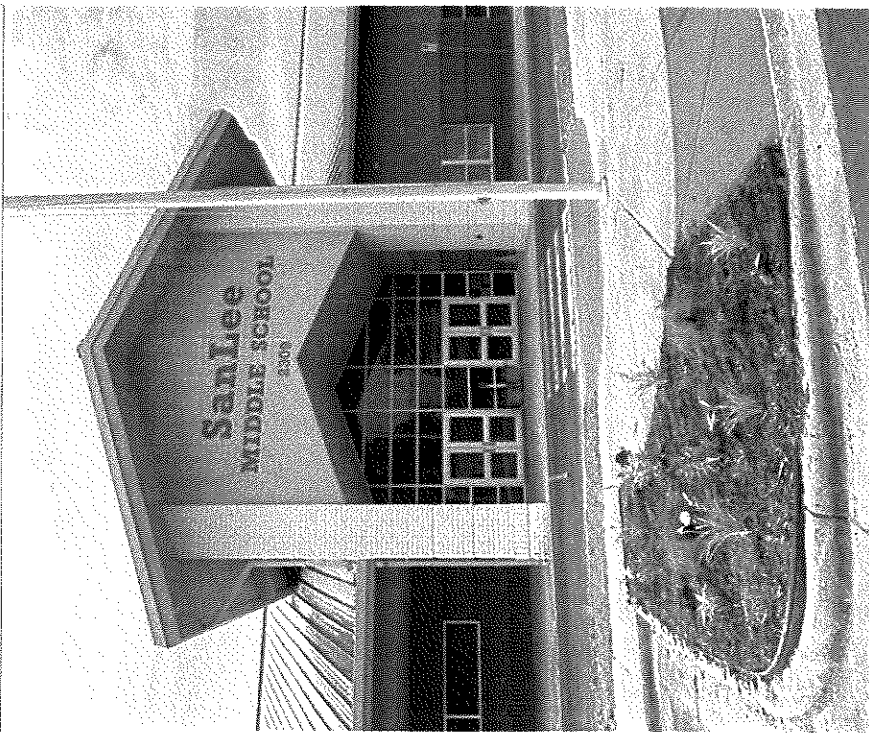
**Requested Date: FY 27-28**

**Recommended Date: FY 28-29**

The project will consist of replacing both the chiller and pumps for SanLee Middle School.

*Funded by Pay As You Go (PAYGO)*

**SANLEE**  
MIDDLE SCHOOL



**New Middle School**  
*Currently not recommended to be  
included in 2025-2029 CIP*

Total Cost: \$55,524,920

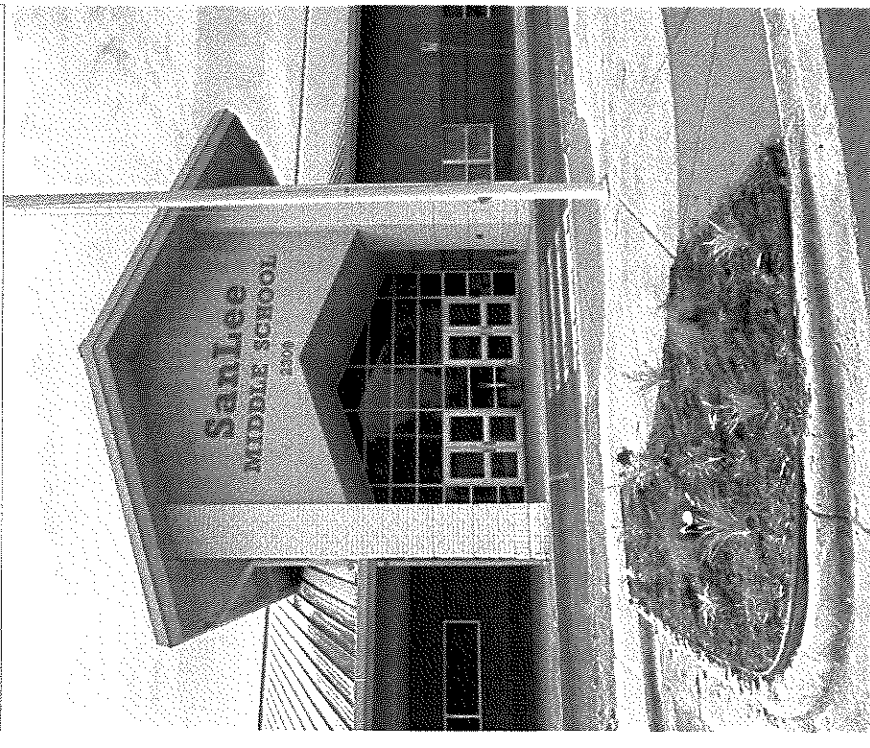
Requested Date: FY 28-29

Recommended Date: Beyond FY29

Construction of a new middle school that  
holds 850 students.

*Funded by Financing Proceeds*

LEE COUNTY  
SCHOOLS  
INSPIRED



## **High School Expansions**

*Currently not recommended to be included in 2025-2029 CIP*

**Total Cost: \$28,544,159**

**Requested Date: Beyond FY29**

**Recommended Date: Beyond FY29**

This project will add an additional 10 classrooms and restrooms at both Lee County High School and Southern Lee High School to help with future enrollment increases

*Funded by Financing Proceeds*

**LEE COUNTY  
SCHOOLS**  
INSPIRED

**SOUTHERN LEE  
HIGH SCHOOL**

**LEE COUNTY  
HIGH SCHOOL**  
An International Baccalaureate World School

# **Bragg Street Academy Renovations**

*Currently not recommended to be  
included in 2025-2029 CIP*

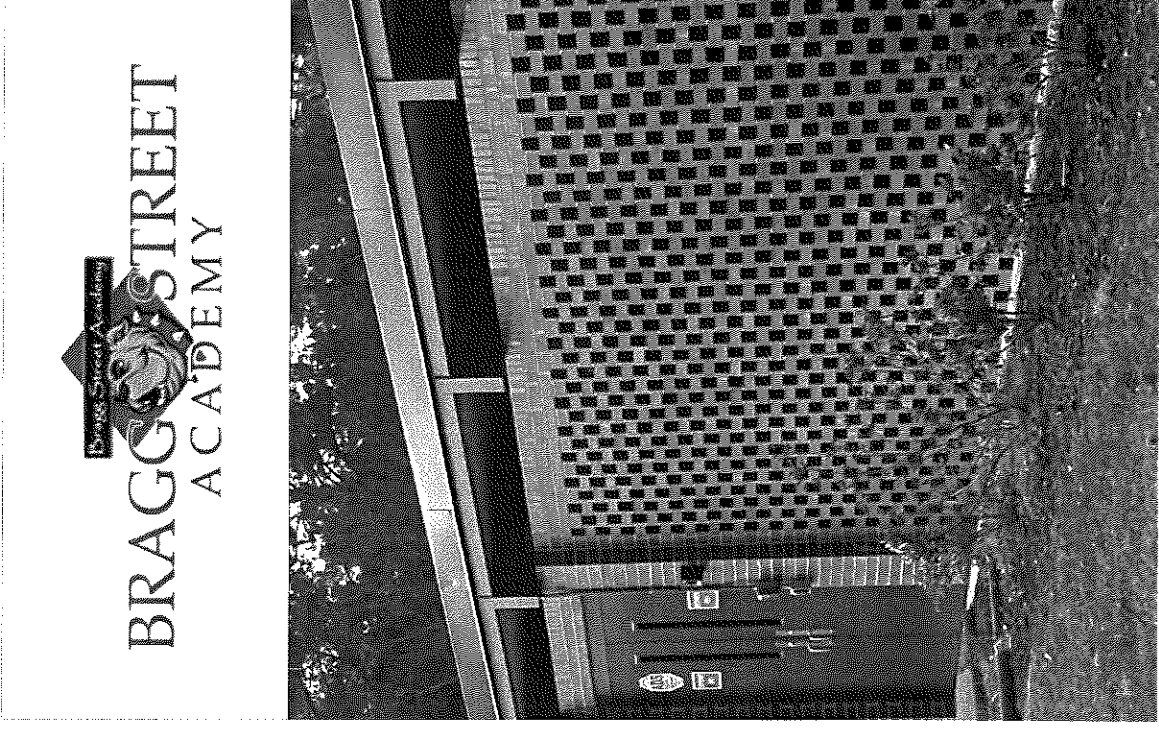
**Total Cost: \$3,778,398**

**Requested Date: Beyond FY29**

**Recommended Date: Beyond FY29**

The project includes new doors, windows, flooring, updated HVAC, etc. The electrical will be upgraded throughout the school building.

*Funded by Financing Proceeds*





# **Lee Early College Permanent Facility**

*Currently not recommended to be  
included in 2025-2029 CIP*

**Total Cost: \$20,012,800**

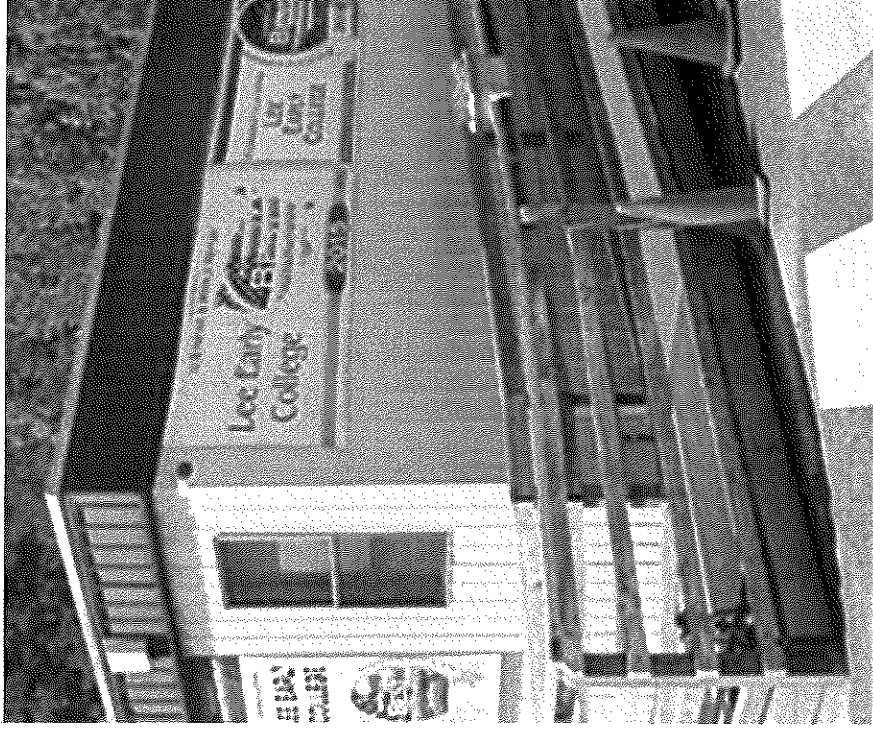
**Requested Date: Beyond FY29**

**Recommended Date: Beyond FY29**

Construct a permanent facility for Lee Early College on the campus of Central Carolina Community College. The permanent site would house 450 students, allowing LEC to increase enrollment.

*Funded by Financing Proceeds*

**LEE EARLY  
COLLEGE**



**Recommended Projects**

**Higher/Workforce Education**

**Central Carolina Community  
College (CCC)**

# **Moore Center: Main Building Renovation (Phase One)**

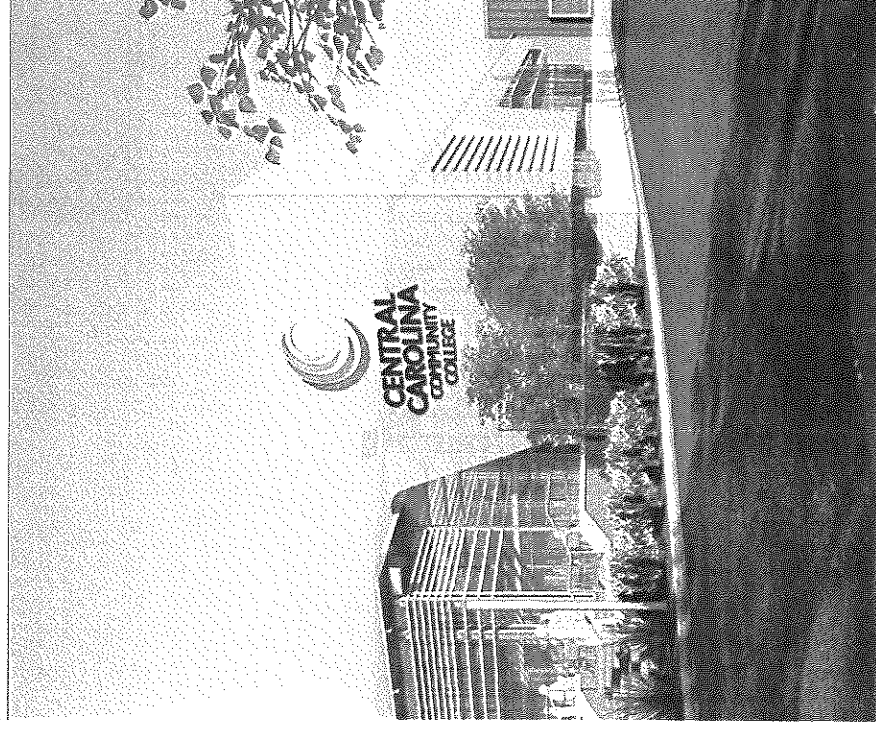
**Total Cost: \$12,300,000**

**Requested Date: FY 25-26**

**Recommended Date: FY 25-26**

Phase One programming will include training facilities dedicated to HVAC technologies, CDL, advanced manufacturing, and customized flex labs to administer on-demand skills training required by both existing and new industries.

*Funded by Financing Proceeds & Outside Sources*



# **Moore Center: Main Building Renovation (Phase Two)**

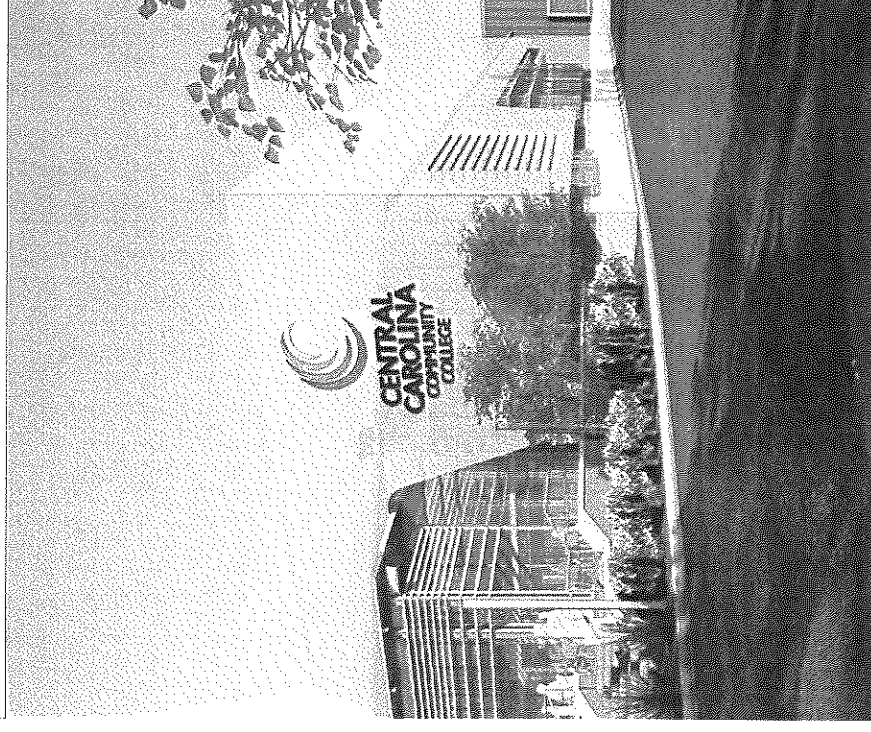
**Total Cost: \$50,000,000**

**Requested Date: FY 26-27**

**Recommended Date: FY 26-27**

Completion of renovations to the main building at the E. Eugene Moore Manufacturing and Biotech Solutions Center. The final phase of this project will involve renovation of space for machining, electronics engineering, industrial systems, and other associated programs.

*Funded by Outside Sources*



# Lee Early College Relocation

**Total Cost: \$2,750,000**

**Requested Date: FY 28-29**

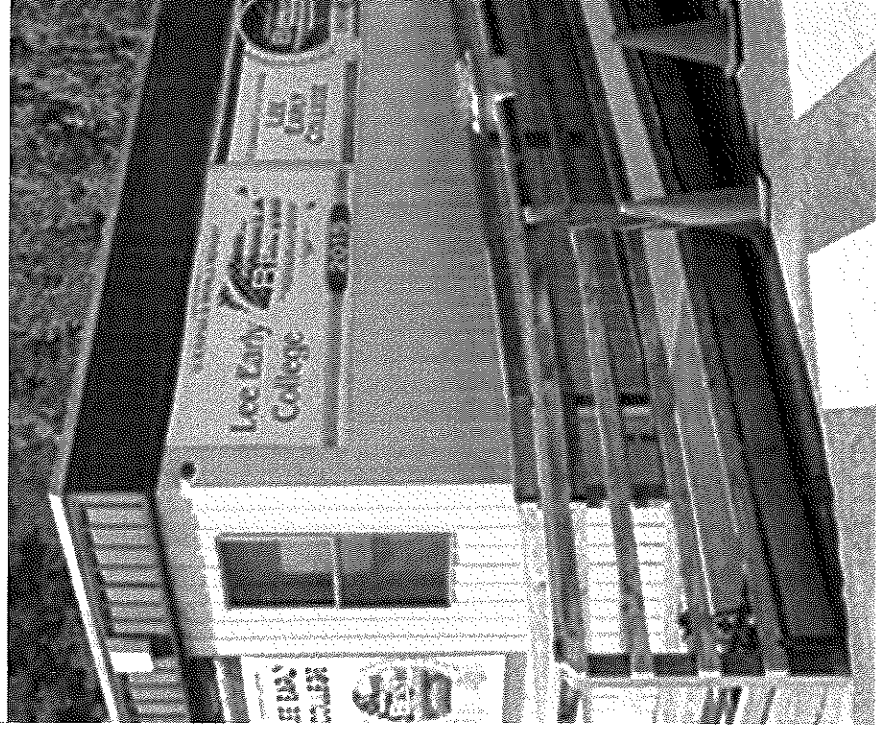
**Recommended Date: FY 28-29**

This project will involve moving the Lee Early College from the current modular classrooms to another permanent space on the Lee Main Campus.

The location identified as the most effective and efficient option for this move is Wilkinson Hall, which currently houses programs scheduled to relocate to the Moore Center at the completion of the Main Building Phase Two Renovation project.

*Funded by Outside Sources*

**LEE EARLY  
COLLEGE**



**Recommended Projects**

**Community Development**

# Endor Iron Furnace

Total Cost: \$880,000

Requested Date: FY 25-26

Recommended Date: FY 25-26

Development and construction of a park on the Endor Iron Furnace site. Complete with possible mountain biking trails and a disc golf course.

*Funded by Pay As You Go (PAYGO)*



**LEE COUNTY GOVERNMENT**  
Parks & Recreation



# OT Sloan Park Recreation Center

Total Cost: \$27,500,000

Requested Date: FY 25-26

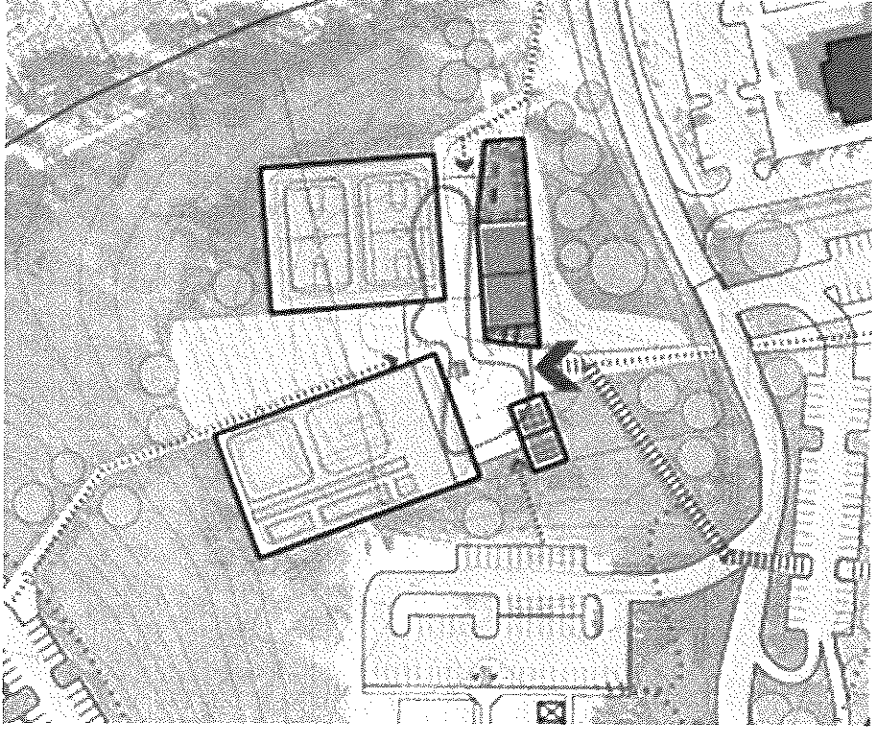
Recommended Date: FY 28-29

The Recreation Center would house the Parks and Recreation Department's gymnastic classes, art classes, dance classes, summer camps, 3 gymnasiums and staff offices.

*Funded by Financing Proceeds & Outside Funding*



**LEE COUNTY GOVERNMENT**  
Parks & Recreation





# **Recommended Projects**

# **Human Services**

# Animal Shelter Expansion

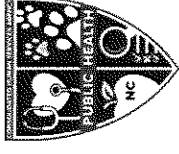
Total Cost: \$740,000

Requested Date: FY 25-26

Recommended Date: FY 26-27

Expanding the size of the current animal shelter to decrease euthanasia rates.

*Funded by Pay As You Go (PAYGO)*



**LEE COUNTY**  
**GOVERNMENT**  
PUBLIC HEALTH



# **Recommended Projects**

# **Public Safety**

# Public Safety Communications System Upgrade (VIPER)

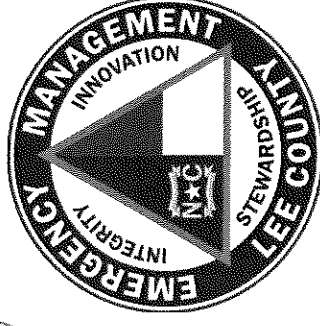
Total Cost: \$6,000,000

Requested Date: FY 24-25

Recommended Date: FY 24-25

Replacing the Counties current analog radio system with the state supported Voice Interoperability Plan for Emergency Responders (VIPER) system.

*Funded by Financing Proceeds*



# Public Safety Warehouse & COLTS Facility

Total Cost: \$6,500,000

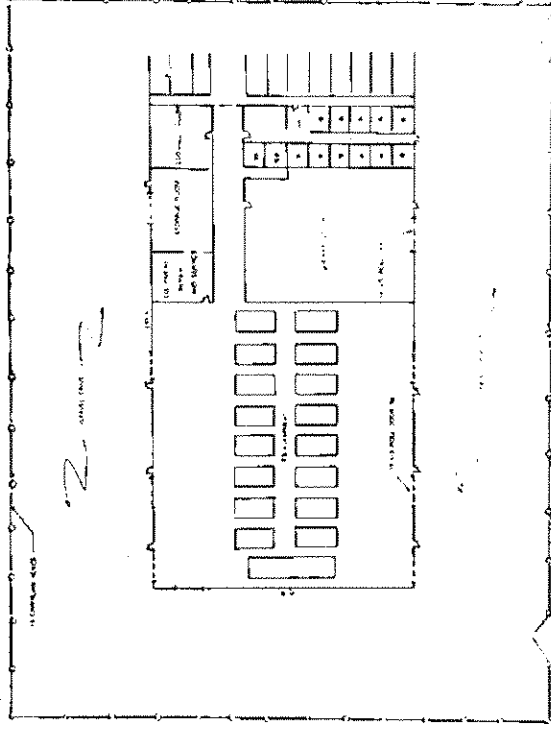
Requested Date: FY 25-26

Recommended Date: FY 25-26

Provide a location for the storage and maintenance of Lee County equipment, while also providing secure storage for any Law Enforcement evidence or seizures.

Additionally, the facility would house future operations for COLTS and provide a safe place to store vehicles.

*Funded by Financing Proceeds*



# New Judicial Complex/ Law Enforcement Center

Total Cost: \$77,000,000

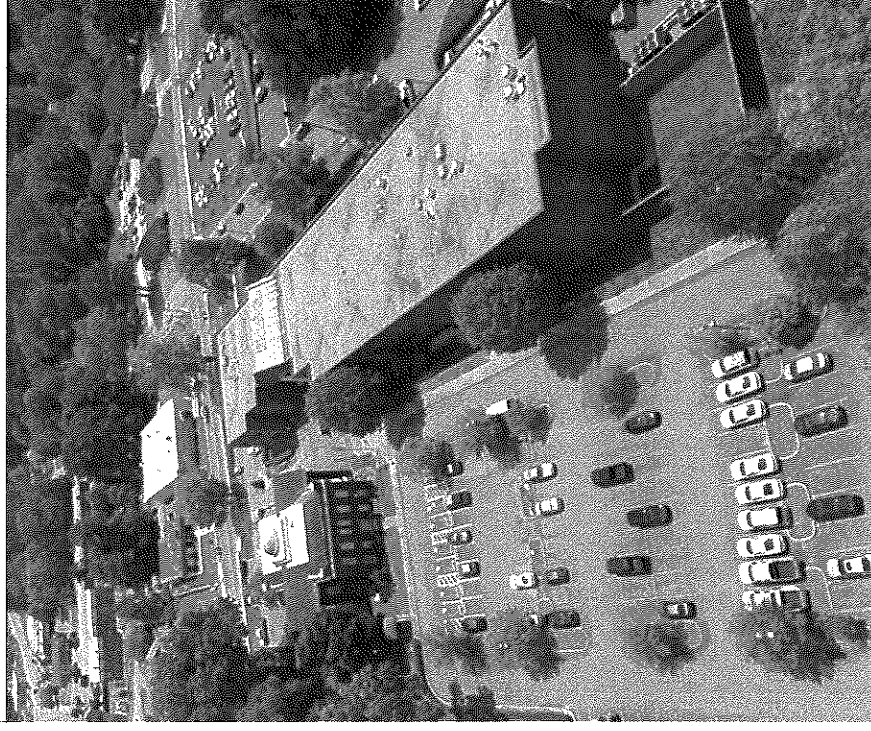
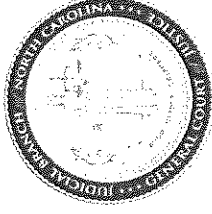
Requested Date: FY 25-26

Recommended Date: FY 26-27

This project would create a new judicial complex/law enforcement building for use by the court system and Sheriff's office. Would fully replace existing courthouse and jail.

*Funded by Financing Proceeds*

Please note: Initial price estimates from jail feasibility study were not available during the time of the CIP's analysis and creation. The full jail feasibility study and its various options will be presented at the budget work session. A selected option could cost above or below this estimated figure presented today. Updated projections will be made available at the budget work session.



**Recommended CIP**

**Debt Outlook**

### Debt Outlook (including New Law Enforcement Center)

Fiscal Year	Project Name	Tax Impact for Debt Service	Alternate Tax Impact Upfront	Alternate Tax Impact Upfront- Revaluation
<b>FY 2024-25</b>	County Library VIPER Radio Upgrade	0.0 cents	0.0 cents	0.0 cents
<b>FY 2025-26</b>	Joint Maintenance Facility Public Safety Warehouse/COLTS	0.0 cents	6.32 cents	0.0 cents
<b>FY 2026-27</b>	Renovation of Former Main Library SLHS Auditorium LCHS Auditorium SLHS Chiller & Pump New Law Enforcement Center	0.0 cents	0.0 cents	0.0 cents
<b>FY 2027-28</b> <i>Revaluation</i>	Middle School Gym Renovations LCHS Stadium	2.12 cents	0.0 cents	8.54 cents
<b>FY 2028-29</b>	OT Sloan Rec Center New Elementary School	6.03 cents	0.0 cents	0.0 cents
<b>FY 2029-30</b>	N/A	5.43 cents	0.0 cents	0.0 cents



### Debt Outlook (excluding New Law Enforcement Center)

Fiscal Year	Project Name	Tax Impact for Debt Service	Alternate Tax Impact Upfront	Alternate Tax Impact Upfront- Revaluation
<b>FY 2024-25</b>	County Library VIPER Radio Upgrade	0.0 cents	0.0 cents	0.0 cents
<b>FY 2025-26</b>	Joint Maintenance Facility Public Safety Warehouse/COLTS	0.0 cents	1.30 cents	0.0 cents
<b>FY 2026-27</b>	Renovation of Former Main Library SLHS Auditorium LCHS Auditorium SLHS Chiller & Pump New Law Enforcement Center	0.0 cents	0.0 cents	0.0 cents
<b>FY 2027-28</b> <i>Revaluation</i>	Middle School Gym Renovations LCHS Stadium	0.0 cents	0.0 cents	1.77 cents
<b>FY 2028-29</b>	OT Sloan Rec Center New Elementary School	0.0 cents	0.0 cents	0.0 cents
<b>FY 2029-30</b>	N/A	2.79 cents	0.0 cents	0.0 cents

(0.74 cents in FY31)

With current reserves, the County can fund many upcoming projects in the recommended CIP without a tax rate impact occurring.

***Building large projects though...***

New Judicial Complex/Law Enforcement Center: \$77,000,000+

New Elementary School: \$47,400,000

O.T. Sloan Recreation Center: \$27,500,000

***Will not be possible without a tax rate impact.***

New facilities also come with large operational impacts that limit the County's ability to commit to future projects.

With current reserves, the County can fund many upcoming projects in the recommended CIP without a tax rate impact occurring.

***Building large projects though...***

New Judicial Complex/Law Enforcement Center: \$77,000,000+

New Elementary School: \$47,400,000

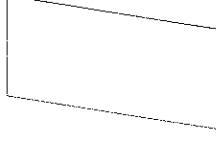
O.T. Sloan Recreation Center: \$27,500,000

***Will not be possible without a tax rate impact.***

New facilities also come with large operational impacts that limit the County's ability to commit to future projects.

## Next Steps

- Budget Work Session
  - Friday, May 31 at 8:30 AM @ McSwain Center
  - Time will be reserved to discuss CIP Projects
- CIP Public Hearing
  - Monday, June 3 at 6:00 PM @ McSwain Center



**Questions?**



**LEE COUNTY**  
**GOVERNMENT**  

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**NORTH CAROLINA**

## Next Steps

- Budget Work Session
  - Friday, May 31 at 8:30 AM McSwain Center
  - General Services, Sheriff, Library, Parks & Recreation, and IT
- Budget Public Hearing
  - Monday, June 3 at 6:00 PM

# Appreciation

- Department Heads
- Administration
- Human Resources
- Finance
- Board of Commissioners

# Questions?



**LEE COUNTY**  
**GOVERNMENT**  

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**NORTH CAROLINA**



## County Manager's Report – May 20, 2024

### Ongoing Projects

**Lee County Athletic Park** – Construction continues at the site, with sewer installation complete and mass grading nearing completion. Work is progressing toward completion on stormwater drain installation, water installation, retaining wall construction, and the electrical contractor is continuing to work on installation for conduit/electrical infrastructure. MUSCO light bases have been installed onsite and the installation of field lighting (infrastructure) has started. Preparation for paving of the entrance up to first parking lot has begun. Sanford Contractors has also begun building footers for vertical construction. A Pre-Construction meeting will be held by Sanford Contractors with a majority of the sub-contractors before vertical construction on buildings begins. This meeting is scheduled for 5/16/24.

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

**Temple:** The Shelter/Restroom has been constructed and is now operational. The playground installation is complete and open to the public. The Pop Up in the Park event was held by the Parks and Recreation Department as a grand opening for the park to the public on 4/13/24. A few additional needs have been identified, including gutters on the shelter (scheduled for installation at the end of May), along with a drainage swale between McIver Street and the bathroom facility to direct water away from building and into the drainpipe. After these items are addressed, the project will be complete.

**Note:** Additionally (separate project – Phase 1 warranty work), Carolina Sports Courts came and reworked the basketball courts by installing new top surface to repair some of the premature deterioration occurring on the upgraded courts.

**Kiwanis Children's Park:** The bid for construction submitted by Marks Construction in the amount of \$357,095 was approved at the 5/6/24 BOC meeting. The project consists of clearing, grading, new sidewalks, and preparation for a new playground feature. The construction price will be reduced with the removal of demolition of the existing bathrooms from the project, which was replaced with an upgrade to the existing bathrooms to be performed by Churchich in lieu of a new restroom facility to keep the project in budget. Churchich's bid of \$120,565 was approved for new a playground targeting children ages 2–5-years, bathroom renovation, and a new shelter installation.

**OT Sloan Park Accessibility Project:** The Barrs Recreation purchase order has been placed for the purchase of playground equipment. All bids came in above budget for this project, with the lowest base bid (for construction) exceeding the project budget by ~\$125,000. A modified scope of work reflecting a reduction in the scope to keep the project within the available grant and County funds for the project is being reviewed by NC State Parks and Recreation, which has been utilized as a grant support resource. The grant will require a work scope amendment to show detailed work/items removed and associated estimated cost. Once Recreation Resource Services (RRS) grant support reviews and provides feedback, Joseph Keel (LCG) will submit an amended scope to the AFP Grant Council for review and request approvals to move forward. The risk is reducing or eliminating the bathroom renovations to update for ADA accessibility, which can possibly impact the grant approvals.

**Library Building Project** – The 100% construction documents are complete for the new Library design. The plans were reviewed and approved by the Technical Review Committee (TRC) and City of Sanford Planning staff on 5/7/24. Vines (Architect) is working with the City of Sanford's

Public Works Department for construction drawing set review. SAMET/SANFORD is working on preparing bid packages, with a plan to start the bidding process on May 15, 2024. Staff are preparing for the financing process to occur once the guaranteed maximum price (GMP) is established in July, which will be provided to support the debt application to the Local Government Commission (LGC) in August. Our financial advisor, Davenport & Company, has scheduled the financing approval with the LGC to occur in September. Construction for the Library is anticipated to begin in late September. Moffat Pipe Inc. is currently working on the outside sewer connection for the Library property to support the new Lee County Library. Completion for the sewer connection is planned within the next 30 days subject to final approval for connection by Public Works. After approvals from Public Works, Moffat will patch the asphalt parking lot within the easement portion of adjacent property.

**Historic Courthouse** – Hobbs Architects is working with NCSHPO (North Carolina State Historic Preservation Office) on final comments to prepare Construction Documents for bidding. An additional cost estimate was requested based on any changes from the previous cost estimation. The priority for the project is to focus on roof replacement, plus parapet masonry repairs above the cornice. If costs allow, Lee County may choose to fund bid alternates for the other renovation/repair needs of the facility. Other items include additional masonry repair, window repair/replacement, door replacement, water proofing, and stormwater management. The NCSHPO Hurricane Grants Manager (Dan Becker) has confirmed a program extension will be available from the National Park Service and revisions to the Lee County Historic Courthouse project can be discussed to accommodate any additional time needed. The extension request will be discussed once bids have been received, and construction timelines are estimated to allow for one extension request to cover the project to completion. Also, Lee County has bid a separate portion of the project for lintel repair on several brownstone lintels that are separating from the building and need immediate repair. Lee County did not receive any bids at the first or second bid posting of this project. Staff will regroup and determine a path on how to proceed.

**Lee County Jail Feasibility Study** – Moseley has completed the feasibility study (including the Sheriff's Office) and the report was distributed to the Lee County Commissioners on May 6, 2024. Staff has requested questions related to the report be submitted by May 20, 2024. Moseley will be in attendance May 31, 2024 at Lee County Commissioners Budget Work Session to present the feasibility study findings and answer any questions.

**Comprehensive Fire Services Study and Long-Range Plan** – The consultant is working on finalizing the report before presenting to the Fire Chiefs, Fire Advisory Board, and Board of Commissioners. County staff has a briefing with the firm on 5/23/24 after which they hope to finalize a draft of the report that will be presented to the Board.

**New Lead for NC Fellow** – UNC School of Government has selected Lee County Government, through the Community Support Services department, to host a Lead for the NC Fellow starting in August to assist with Lee County's Health and Well-being Initiative, and work on the implementation of Lee County's Opioid Funding Strategic Plan. Interviews have been conducted, and we are in the process of candidate selection.

**Lee County Re-Entry Council** – The state of North Carolina recently launched the Recidivism Reduction Call Center. Lee County's Re-Entry Coordinator, Kristie Brayboy, is the contact for the State's new call center. Ms. Brayboy works to link justice-involved individuals to local services. Lee County will continue efforts to reduce recidivism through local re-entry initiatives and fostering partnerships with local non-profits and other community partners.

**Reports**

**Tax** – The Tax Department Collections report for April 2024 is attached.

**Building Inspections** – Attached is the monthly inspections report for April 2024.

**TRC** – The TRC Agenda for May 2024 is attached.

**Library Board of Trustees** – The Director’s Report for April 2024 is attached. The BOT has moved their meeting schedule to meeting every other month. The next meeting is scheduled for May 8, 2024, at 5:30 p.m. at the Main Library, and the agenda is attached.

**Parks and Recreation** – The signed March meeting minutes and April meeting agenda are attached.

**Upcoming Meetings/Events:**

May 21, 2024 – STARS Rewards and Recognition – Gordon Wicker Room, LCGC – 8:30 a.m.

May 27, 2024 – Lee County Government Offices closed for Memorial Day

May 31, 2024 – Lee County Board of Commissioners Budget Work Session – Gordon Wicker Room, LCGC – 8:30 a.m.

June 3, 2024 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

June 11-12, 2024 – County Advocacy Days – Wake County – Dinner event to occur on Tuesday followed by advocacy program on Wednesday. (Please notify Clerk if you plan to attend.)

June 17, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

July 4, 2024 – Lee County Government Offices closed for Independence Day

July 15, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m. (summer schedule in effect)

August 8-10, 2024 – NCACC Annual Conference – Forsyth County (Please notify Clerk if you plan to attend.)

**NORTH CAROLINA, LEE COUNTY**  
Presented for registration on this 10 day  
of June 2024 at 2:29 AM (PM)  
recorded in Book 317 Page 190  
Pamela G. Britt, Register of Deeds