

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

September 16, 2024

MINUTES

Roll Call

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

Absent: Bill Carver, Robert Reives

CALL TO ORDER

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add a new item III.A Lee County Veterans Service Department Recognition ahead of the two proclamations, update item II.O O.T. Sloan Pool Maintenance Repairs and replace it with updated information, and to also add a new item II.W Emergency Communications System Improvements Capital Project Budget Ordinance to the Agenda. Commissioner Taylor Vorbeck asked to move item VI.A VIPER Program - Conditional Approval of Contract with Motorola Solutions, Inc. and VII.C Resolution in Support of Establishing a Vehicle Maintenance Facility Committee with the Lee County Board of Education to the Consent Agenda.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

For: 5 - Dr. Andre Knecht, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick,

Taylor Vorbeck

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Taylor Vorbeck

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

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

II.A Minutes from the August 19, 2024 Regular Meeting BOC Regular Meeting Minutes 8-19-24 final.pdf

II.B August 19, 2024 Closed Sessions Minutes

II.C 2024-2025 Lee County Libraries State Aid Application FY23-24 LCL Public Library Survey Verified & Submitted.pdf

II.D FY 24-25 Activity 117 Public Health Infrastructure Local Workforce Development Funds 117LeeFY'25.pdf

II.E Request for WIC to Accept Additional Funds 403-1 FY25 Lee.pdf

II.F FY 24-25 Activity 121 ARPA Temporary Savings Fund Public Health Services Funds 121 FY25 Lee.pdf AA 121 Funding Distribution FY25.pdf

II.G Public Health - Bad Debt Write-Off for FY 22-23 Bad_Debt_Write-Off_FY_22-23 (1).pdf LCHD_6_Yr. Comparison Bad Debt Write-Off (2).pdf

- II.H Request to Accept the Funding Allocated to the Lee County Health Department in Agreement Addendum 716 CDC COVID-19 Vaccination Program 716 FY25 Lee.pdf
- II.I 719 Bridge Access Program for Covid-19 Vaccines 719 FY25 Lee.pdf
- II.J Purchase of New Animal Control Truck Lee County 8-27-24.pdf
- II.K Purchase of Nissan Pathfinder and Nissan Armada for Narcotics 2024 Nissan Armada - Modern Nissan.pdf 2024 Nissan Pathfinder - Modern Nissan.pdf
- II.L Pope Flynn- Underwriter Counsel for Debt Issuance POPEFLYNN EST COST.pdf
- II.M Budget Amendment # 09/16/24/03

II.N Refund and Release Report for August 2024

Gen Statute 105.pdf RELEASE CODES SPREADSHEET.pdf August 2024 Personal Property Abatement Report.pdf August 2024 Real Property Abatement Report.pdf

II.O O.T. Sloan Pool Maintenance Repairs

Bid Tabulation Sheet - Copy.pdf

- II.P Completing Access to Broadband Memorandum of Understanding with the Department of Information Technology and Purchase Order Approval
- II.Q Equal Employment Opportunity Policy Update
 FINAL DRAFT B-22 Equal Employment Opportunity 9.16.24.pdf
- II.R Family and Medical Leave Act (FMLA) Policy Update
 FINAL DRAFT F 4 Family and Medical Leave.pdf
- II.S Resolution Supporting a Speed Reduction for Kelly Drive (State Road 1521) from the Sanford City Limits to Pumping Station Road from 55 MPH to 35 MPH Resolution Supporting a Speed Reduction for Kelly Drive 9.16.24.pdf
- II.T Tax Foreclosure Attorney Contract Winstead & Feindel
 Tax Foreclosure Contract.pdf
- II.U Spatialest AppraisalEst

Lee_County_Sole_Source_Justification_Form.pdf Spatialest Sole Source Letter - Lee County NC 2024.pdf New Contract Addendum Tax.pdf Lee County NC Sales Order #2.pdf

II.V One-year agreement with the State Employees Credit Union for the ATM in the courthouse parking lot

LEGAL - Lease Agreement with SECU 7-26-19.pdf

II.W ADD ON - Emergency Communications System Improvements Capital Project Budget Ordinance

Emergency Communications System_Capital Project Ordinance_4848.pdf

- II.X ADD ON *Updated Action Item* O.T. Sloan Pool Maintenance Repairs Bid Tabulation Sheet Copy 2.pdf
- III. PROCLAMATION PRESENTATIONS

III.A Lee County Veterans Service Department Recognition

This item was added to the Agenda.

Chairman Smith Kirk read aloud a letter he received from Military Missions In Actions (MMIA) recognizing and expressing gratitude for the Lee County Veterans Services Department.

III.B Hispanic Heritage Month Proclamation

Chairman Kirk Smith read aloud a proclamation honoring Hispanic Heritage Month and presented it to Victor Pizarro of La Familia Conservadora.

Motion: Motion to approve the proclamation and proclaim September 15 through October 15, 2024 as "Hispanic Heritage Month" in Lee County.

Mover: Mark Lovick

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

Taylor Vorbeck

Absent: 1 - Bill Carver, Robert Reives

Motion Result: Passed

III.C Manufacturing Day 2024 Proclamation

Chairman Kirk Smith read aloud a proclamation recognizing Manufacturing Day and presented it to Dr. Lisa Chapman and Dr. Margaret Roberton of Central Carolina Community College.

Motion: Motion to approve the proclamation and proclaim October 4, 2024 as "Manufacturing Day" in Lee County.

Mover: Taylor Vorbeck

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

Vorbeck

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

IV. PUBLIC COMMENTS

- Cathy Griffith, 304 S Main St, Broadway (Lee County Libraries)

V. PUBLIC HEARINGS

V.A Public Hearing for the FY 26 Lee County Community Transportation Program Applications

Senior Services/COLTS/Veterans Services Director Melanie Rodgers presented the FY 26 Lee County Community Transportation Program Applications and asked the Board to hold a public hearing. The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Lee County, as well as provides transportation options and services for the communities within this service area through COLTS. The total cost is \$790,152 in Federal and State funding and \$101,727 in local matching funds.

Chairman Smith opened the public hearing at 6:25 p.m.

No one spoke in favor or in opposition.

Chairman Smith closed the public hearing at 6:26 p.m.

Lee County.FY26.Public Hearing Notice.pdf

Lee County FY26. Public Hearing Notice Spanish.pdf

Lee County FY26 Public Transportation Program Resolution 03 June 2024.pdf

Lee County.FY26 Public Hearing Record.pdf

Lee County.FY26 LocalShareCertification.pdf

VI. OLD BUSINESS

VI.A VIPER Program - Conditional Approval of Contract with Motorola Solutions, Inc. This item was moved to the Consent Agenda.

VII. NEW BUSINESS

VII.A Purchasing Policy revision

Finance Director Candace Iceman presented proposed revisions to the County's Purchasing Policy. A copy of her presentation is attached and incorporated into these minutes..

Lee County Purchasing and Contracting Policy_September 2024.pdf

Motion: Motion to approve the revisions to the Lee County Purchasing Policy.

Mover: Taylor Vorbeck

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

Vorbeck

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

VII.B USDA Lease Extension

Finance Director Candace Iceman presented the USDA Lease Extension item. This is the sixth amendment to rent this space at the McSwain Center and the USDA have asked for a five-year lease. Commissioner Vorbeck asked for historical rent numbers and to discuss increasing rent for the next amendment.

4a NC LeeCo Sanford Extension LA 6.pdf

Motion: Motion to approve a one-year lease extension with the USDA from January 1, 2024 – December 31, 2024 and authorize staff to negotiate a new rate on the next lease.

Mover: Taylor Vorbeck

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

Vorbeck

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

VII.C Resolution in Support of Establishing a Vehicle Maintenance Facility Committee with the Lee County Board of Education

This item was moved to the Consent Agenda.

Resolution in Support of a VMF Committee 8.21.pdf

VII.D Request to Appear - Thomas C. Booher

Thomas C. Booher and Thomas F. Booher submitted a request to appear to ask for the Board to implement an ordinance to ban drag events in Lee County and were given ten minutes for the Board to hear their request.

Request_to_Appear_Before_the_Board_of_Commissioners_MfYGYSAIAfMzUrmL.pd

VIII. MANAGERS' REPORTS

VIII.A Monthly Financial Reports

Finance Director Candace Iceman presented the June 2024 sales tax report and the July 2024 monthly financial report. Sales tax revenues are 3.35% ahead of the same period from last fiscal year and ad valorem tax collections are at 1.68% of the adopted budget.

June 2024 sales tax report.pdf

July 2024 monthly financial report.pdf

VIII.B County Manager's Monthly Report

County Manager Lisa Minter presented her monthly report for September, a copy of which is attached and incorporated into these minutes. General Services Director Ryan Faulk provided an update on the drainage for the Buggy Building.

County Managers Report - 9-16-2024.pdf

Lee County, NC - 2024 Moody's Credit Opinion (Aa2 Issuer; Aa3 LOBs).pdf

Lee County, NC - 2024 S&P Rating Report (AA Issuer; AA- LOBs).pdf

CHSAB Minutes 07-24-2024.pdf

CHSAB August 21, 2024 Agenda.pdf

Library_2024_July&August_Director_Report.pdf

Parks & Rec Board Minutes_July 2024.pdf

Library 2024 POP!-con Event Summary Report.pdf

PERMIT ISSUANCE REPORT- AUGUST 2024.pdf

Tax_Monthly Managers Report August 2024.pdf

TRC_September 2024 Agenda.pdf

IX. COMMISSIONERS' COMMENTS

X. CLOSED SESSIONS

The Board went into Closed Session at 7:18 p.m. with a ten-minute break prior to. Motion: Motion to go into two closed sessions per N.C. General Statute § 143-318.11(a)(6) to consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee and per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.

Mover: Dr. Andre Knecht

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

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

Motion: Motion to go out of Closed Session. The Board resumed Open Session at 7:36 p.m.

Mover: Dr. Andre Knecht

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

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:37 p.m.

Mover: Mark Lovick

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

Absent: 2 - Bill Carver, Robert Reives

Motion Result: Passed

Kirk Smith, Chairman Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board

Whitney Parish, Deputy Clerktothe Board



STATE AID FORM A | FY 2024-2025

FORM A Instructions

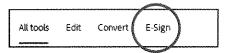
Submit one form to be signed for each funding entity.

The amount of the local government appropriation for FY2024-25 needs to be listed along with the date the budget was adopted by the County Commissioners or City Council. **Do not** include State Aid or capital outlay in these amounts. Only monetary contributions should be listed on this form. **Do not** include in-kind contributions.

The certification statement on this form requires the signature of the County or City Manager, not the County or City Finance Officer or Library Director.

How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by clicking "E-Sign" on the Adobe Acrobat toolbar.



OR Click the signature field to set up a Digital Signature Identity to sign.

For Assistance:

Email our general administrative email at sladmin@dncr.nc.gov with the subject line: State Aid.

Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See <u>State Aid Submission Instructions & Checklist</u> for detailed submission requirements.





Local Funder Maintenance Of Effort Report & Declaration | FY 2024-2025

Submit one form for each city / county local funder. Round reported numbers to the nearest whole dollar.

The LEE COUNTY LIBRARIES
Name of Library
will maintain its local governmental support in order to receive State Aid funds in accordance with North Carolina Administrative Code, Chapter 7, Subchapter 2I, Section .0200.
List TOTAL county or city appropriations (excluding State Aid, programs federally funded such as E-rate and LSTA, one time expenditures, and capital outlay) budgeted and available for expenditure FY 2024-2025:
TOTAL (\$) 1,195,218.00
Enter whole numbers only. 25000 becomes \$25,000
Date the budget was approved by the Board of Commissioners / City Council:
06/17/2024
I certify that the appropriation for FY 2024-2025 has been approved by Lee County Government Board Of Commissioners
Board of Commissioners / City Council Name
LEE COUNTY, NC
Name of County / City
is supported by official records, and is available for expenditure by the library.
Spc DMus 10/1/24
County City Manager Signature Date
Ple se return this completed form to the requesting library and not the State Library.

STATE AID FORM A | FY 2024-2025

FORM A Instructions

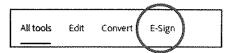
Submit one form to be signed for each funding entity.

The amount of the local government appropriation for FY2024-25 needs to be listed along with the date the budget was adopted by the County Commissioners or City Council. **Do not** include State Aid or capital outlay in these amounts. Only monetary contributions should be listed on this form. **Do not** include in-kind contributions.

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Local Funder Maintenance Of Effort Report & Declaration | FY 2024-2025

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The LEE COUNTY LIBRARIES
Name of Library
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List TOTAL county or city appropriations (excluding State Aid, programs federally funded such as E-rate and LSTA, one time expenditures, and capital outlay) budgeted and available for expenditure FY 2024-2025:
TOTAL (\$) 1,195,218.00
Enter whole numbers only. 25000 becomes \$25,000
Date the budget was approved by the Board of Commissioners / City Council:
06/17/2024
I certify that the appropriation for FY 2024-2025 has been approved by Lee County Government Board Of Commissioners
Board of Commissioners / City Council Name
LEE COUNTY, NC
Name of County / City
is supported by official records, and is available for expenditure by the library.
Couplty / City Manager Signature Date
Please return this completed form to the requesting library and not the State Library.

STATE AID FORMS B to E | FY 2024-2025

This Interactive PDF self-calculates and requires Adobe Acrobat DC Reader on a desktop or laptop computer. Download Adobe Acrobat Reader DC for free here: https://get.adobe.com/reader

If assistance is needed, email our general administrative email at sladmin@dncr.nc.gov with the subject line: State Aid.

Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See **State Aid Submission Instructions & Checklist** for detailed submission requirements.

Enter Your Library's Name: LEE COUNTY LIBRARIES

Enter Your Library's 3 Year Average MOE (Average MOE can be found enclosed in the original email you received with a link to this document).

\$ 902,478.00

Enter whole numbers only. 25000 becomes \$25,000



STATE AID FORMS B to E Instructions | FY 2024-2025

FORM B Instructions

FORM B calculates total local support. In-kind contributions from local funders must be listed on the form, if relevant.

In-kind contributions are funds allocated by local governments, on behalf of a library, within the budget of a different department of the local government. All in-kind contributions must be itemized by funder and type and pre-approved by Library Development's State Aid Program Manager. Contact the State Aid Program Manager for examples of in-kind contributions.

The total for each line should match the total on the corresponding **FORM A**, Local Funder Maintenance Of Effort Report & Declaration form.

Go to Form B ->

FORM C Instructions

A three-year rolling average is used to determine your library's average MOE (Maintenance of Effort). Your FY 2024-25 library MOE is compared with your 3-year rolling MOE average to determine final State Aid payments. The printed name of the Library Director on this form certifies the accuracy of the provided information. The Library Director's signature will be required on Form E.

In the box on the right-hand side of the form, the total of all FY 2024-25 local appropriations for your library is calculated from your entries on FORM B.

Go to Form C ->



FORM D Instructions

Check the appropriate box to indicate whether or not you pay any professional salaries in part or in whole with State Aid funds. If you do pay professional salaries with State Aid funds, list names, titles, and professional salaries. The printed name of the Library Director on this form certifies accuracy of the information. The Library Director's signature will be required on FORM E.

Please budget all fiscal year 2024-2025 salaries for professional positions to be paid in whole or in part with State Aid funds at no less than \$39,611. This figure is the minimum rate, effective March 1, 2023 for Grade GN-10 or its equivalent, as established by the Office of State Human Resources.

The State Aid Eligibility rule states:

Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources. 07 NCAC 021 .0201(7).

Go to Form D ->

FORM E Instructions

By signing FORM E, the Library Director certifies the accuracy of all information on forms A through D.

Go to Form E ->





Maintenance Of Effort for In-Kind & Monetary Contributions | FY 2024-2025

The total for each line should reflect the "TOTAL (\$)" declared on FORM A for each local funder. Click the "Add Page" button for additional rows. The Grand Total will be calculated on Form C. Click here to see additional instructions.

LEE COUNTY LIBRARIES

Name of Library

Total County or City In-Kind Contributions and Appropriations **Budgeted and Available for Expenditure FY 2024-2025**

Enter whole numbers only. 25000 becomes \$25,000

County / City	In-Kind Contributions	Local Appropriations	TOTAL
LEE	\$	\$ 1,195,218.00	\$ 1,195,218.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
	\$	\$	\$ 0.00
Page Total	\$ 0.00	\$ 1,195,218.00	\$ 1,195,218.00

Add Page





Average Maintenance of Effort Report & Declaration | FY 2024-2025

LEE COUNTY LIBRARIES

Name of Library

The **Grand Total** is calculated based on your FORM B table entries. The **Average** indicates the library system's average appropriation from all of its local funding sources from the last three fiscal years. Note that this number is pulled from your entry on the first page of this packet.

In order to meet Maintenance of Effort, the total appropriation for FY 2024-2025 must equal or exceed the average figure of the last three fiscal years. The printed name of the Library Director on this form certifies the accuracy of information. The Library Director's signature will be required on FORM E. Click here to see additional instructions for this form.

AVERAGE

County and / or City Appropriations Budgeted and Available for Expenditure:

FY 2021-2022, FY 2022-2023, FY 2023-2024

(Excluding capital outlay and State Aid appropriations)

\$ 902,478.00

GRAND TOTAL

County and / or City Appropriations Budgeted and Available for Expenditure

FY 2024-2025

(Excluding capital outlay and State Aid appropriations)

\$ 1,195,218.00

BETH LIST

07/31/2024

Library Director printed name certifying accuracy of information

Date





Assurance of Professional Librarians Whose Salaries are Funded with State Money | FY 2024-2025

Check the appropriate box to indicate whether or not you pay any professional salaries in part or in whole with State Aid funds. If you do pay professional salaries with State Aid funds, list names, titles, and salary amounts. The printed name of the Library Director on this form certifies accuracy of information. The Library Director's signature will be required on FORM E. Click the Add Page button for additional fields. Click here to see additional instructions.

LEE COUNTY LIB	RARIES
Name of Libra	ıry
Does not pay any professional salaries from	State Aid funds
Does pay the following professional salaries i	in whole or in part from State Aid fund
BETH LIST	07/31/2024
Library Director printed name certifying accuracy of information	ation Date
The following professional positions (minimum anr or in part from State Aid funds. <i>Enter whole num</i>	
Name:	
Position:	Salary:
Name:	•
Position:	Salary:
Name:	_
Position:	Salary:

Add Page

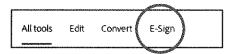


^{*} Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources. Administrative Code, Title 7, Subchapter 2I, Section .0201, Rule 7.

By signing Form E, the Library Director certifies the accuracy of all information on Forms A-D. Note: Sign this form ONLY after entire application is completed. Once signed, the application will lock and no additional information can be added. Contact sladmin@dncr.nc.gov with any issues.

How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by clicking "E-Sign" on the Adobe Acrobat toolbar.



OR Click the signature field to set up a Digital Signature Identity to sign.

Library Director Signature	Date

	OFFICE USE ONLY Application reviewed & accepted	
Name		
Date		And the second s



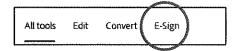
STATE AID FORM F | FY 2024-2025

FORM F Instructions

By signing FORM F, the appropriate official indicates that the library is applying for State Aid and that the library is in compliance with State Aid Eligibility Rules. The type of library and its governance determines who is required to sign this form.

How Do I Sign?

If you don't have a Digital Signature Identity set up, you can simply sign the forms by clicking "E-Sign" on the Adobe Acrobat toolbar.



OR Click the signature field to set up a Digital Signature Identity to sign.

For Assistance:

Email our general administrative email at sladmin@ncdcr.gov with the subject line: State Aid.

Note: A completed State Aid Application includes a copy of FORM A for all local funders, FORMS B to F, three (3) supplemental reports, and completion of the Public Library Survey. See **State Aid Submission Instructions & Checklist** for detailed submission requirements.





Compliance with State Aid Eligibility Rules | FY 2024-2025

07 NCAC 02I .0201 QUALIFICATIONS FOR GRANT ELIGIBILITY

- (1) Be established consistent with the provisions of Article 14, Chapter 153A of the North Carolina General Statutes;
- (2) Provide library services in compliance with applicable State and Federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a cataloged collection that is open to the public a minimum of 40 hours per week;
- (3) Employ a full-time library director having or eligible for North Carolina public librarian certification. For the purpose of this Rule, "full-time" means working a minimum of 35 hours per week;
- (4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations;
- (5) Secure aggregate operational funds from local sources which are at least equal to State Aid;
- (6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its state allocation;
- (7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of GN10, or equivalent, as established by the Office of State Human Resources;
- (8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles;
- (9) Submit annually to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees;
- (10) Submit a current long-range plan of service to the State Library of North Carolina. For the purpose of this Rule, a "long-range plan of service" is a plan of at least five years. Upon request, the library shall submit an assessment of a community's library needs to the State Library of North Carolina;
- (11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit; and
- Meet the following stipulations when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
 - (a) meet all requirements of this Section on July 1 of the year prior to the fiscal year that the library plans to receive state aid;
 - (b) continue to meet all requirements of this Section from July 1 to June 30 of that year, which shall be known as the demonstration year; and
 - (c) file a full application for state aid by the June 30 deadline at the close of the demonstration year in order to receive state aid in the next fiscal year.

The type of library and its governance determine the signature required on this document:

County Library: Chair of County Commissioners **Regional Library:** Chair of Regional Board of Trustees **Municipal Library:** Chair of Town/City Council **Independent County Library:** Chair of Board of Trustees

, KIRK SMITH		CHAIR of LE	E COUNTY COMMISSIONE	
-	(Printed Nam	e)	(Title)	
(certify that	LEE COUNTY LIBRARIES		meets the above requirements
(Library Name)			atto the above , aquit ciricino	
ć	and hereby	applies for funding from the Aid to Publ	ic Libraries fund	- 1
	DYM	1) mitter		9/16/2024
((Authorized O	ficial Signature - Not Library Director)		(Date)

State Aid Deadline 9/16/2024

Need help with this form? Contact sladmin@dncr.nc.gov



мемо то:

LEE COUNTY BOARD OF COMMISSIONERS

FROM:

LISA MINTER, LEE COUNTY MANAGER

SUBJECT:

BUDGET AMENDMENT:# 9/16/24/03

DATE:

September 16, 2024

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

			CURRENT		NEW
DEPARTMENT	ACCOUNT #	DESCRIPTION	BUDGET	CHANGE	BUDGET
Fund Balance	1100-3990-39900	Fund Balance Appropriated	6,704,208	13,479	6,717,687
Health Department	1100-3510-33380	DEHNR General Administration	212,087	85,618	297,705
Health Department	1100-3510-33701	COVID Cares	-	184,023	184,023
			_	283,120	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-5100-43960	Contracted Services	27,485	53.029	80,514
Health	1100-5100-43400	Conference & MTG Registration	1,882	2,000	3,882
Health-Primary Care	1100-5103-43960	Contracted Services	9,462	4,382	13,844
Health-Primary Care	1100-5103-43400	Conference & MTG Registration	750	1,900	2,650
Health-Primary Care	1100-5103-43410	Travel	500	650	1,150
Health-Promotion	1100-5104-43550	Dues and Subscriptions	1,318	100	1,418
Health- WIC CS	1100-5105-41200	Salaries and Wages	125,178	4,500	129,678
Health- WIC CS	1100-5105-43960	Contracted Services	-	5,153	5,153
Health- WIC CS	1100-5105-44200	Tech Supply	•	1,000	1,000
Health-Family Planning	1100-5107-43400	Conference & MTG Registration	663	500	1,163
Health-Family Planning	1100-5107-43410	Travel	1,215	650	1,865
Health-Animal Control	1100-5108-43550	Dues and Subscriptions	368	100	468
Health-Animal Control	1100-5108-46415	Equipment < \$500	-	1,000	1,000
Health-Bioterrorism	1100-5111-43400	Conference & MTG Registration	-	300	300
Health-Bioterrorism	1100-5111-43410	Travel	300	400	700
Health-Bioterrorism	1100-5111-44100	Office Supplies	-	300	300
Health- COVID 19 Cares	1100-5126-43530	Advertising	-	5,000	5,000
Health- COVID 19 Cares	1100-5126-43550	Dues and Subscriptions		500	500
Health- COVID 19 Cares	1100-5126-43960	Contracted Services	-	137,916	137,916
Health- COVID 19 Cares	1100-5126-44100	Office Supplies	•	8,000	8,000
Health- COVID 19 Cares	1100-5126-44170	Medical/Educational Supplies	-	20,607	20,607
Health- COVID 19 Cares	1100-5126-46400	Capital Outlay	-	5,000	5,000
Health- COVID 19 Cares	1100-5126-46412	Technology Equipment \$500-\$4,999	_	1,000	1,000
Health- COVID 19 Cares	1100-5126-46415	Equipment < \$500	-	3,000	3,000
Health- COVID 19 Cares	1100-5126-46416	Technology Equipment < \$500	₩	3,000	3,000
Health-WIC NE	1100-5129-41200	Salaries and Wages	61,355	4,500	65,855
Health-WIC NE	1100-5129-43960	Contracted Services	-	5,154	5,154
Recreation	1100-6120-43100	Professional Services	365,850	13,479	379,329
		TOTAL CHANGES	-	283,120	·

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

			CURRENT		NEW
DEPARTMENT	ACCOUNT #	DESCRIPTION	BUDGET	CHANGE	BUDGET
Drug Seizure Funds	2110-3990-39900	Fund Balance Appropriated	_	20,000	20,000
		TOTAL CHANGES	•	20,000	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Drug Seizure Funds	2110-4310-44230	Officer Supplies	-	5,000	5,000
Drug Seizure Funds	2110-4310-46411	Capital Outlay \$5,000 and Above	-	7,250	7,250
Drug Seizure Funds	2110-4310-46412	Technology Equipment \$500-\$4,999	•	5,000	5,000
Drug Seizure Funds	2110-4310-46415	Equipment <\$500	-	1,250	1,250
Drug Seizure Funds	2110-4310-46416	Technology Equipment < \$500	-	1,500	1,500
		TOTAL CHANGES	•	20,000	•

KIRK SMITH CHAIR

HAILEY HALL, CLERK TO THE BOARD



Resolution Supporting a Speed Reduction for Kelly Drive (State Road 1521) from the Sanford City Limits to Pumping Station Road from 55 MPH to 35 MPH

WHEREAS, Kelly Drive (State Maintained Road 1521) extends from Pumping Station Road, located in Lee County, to the City of Sanford limits; and

WHEREAS, the section of Kelly Drive that extends from Pumping Station Road to the City's limits has a speed limit of 55 miles per hour, as set by the North Carolina Department of Transportation; and

WHEREAS, Kelly Drive is a major thoroughfare through Lee County, with travelers driving to and from Central Carolina Community College (1105 Kelly Drive), Lee County High School (1708 Nash Street), Stepping Stones Children's Center (1550 Kelly Drive), and the Stevens Center (1576 Kelly Drive); and

WHEREAS, due to the businesses and schools located off Kelly Drive, many of the travelers on Kelly Drive are teenagers or young adults; and

WHEREAS, drivers traveling east on Kelly Drive, towards Pumping Station Road and to US-421/NC-87, must navigate a blind curve at 55 MPH as they approach Stepping Stones Children's Center and the Stevens Center; and

WHEREAS, visitors, employees and families of Stepping Stones Children's Center and the Stevens Center have to slow down to turn into these establishments, which is dangerous and poses a risk of a crash, while other vehicles are traveling at 55 MPH and above; and

WHEREAS, adjacent to the Stepping Stones Children's Center is a proposed mixed use development that will enter and exit Kelly Drive on the blind curve and will add additional traffic as more vehicles will be slowing down to enter and exit the proposed site, in addition to the existing businesses; and

WHEREAS, the Stevens Center has reported their marquee sign has been destroyed twice by vehicle crashes and two crashes have occurred in the trees in front of the building; and

WHEREAS, on July 15, 2024, the North Carolina Department of Transportation evaluated the speed limit reduction request on Kelly Drive between the City of Sanford limits and US 421 and found no basis upon which to reduce the current 55 MPH speed limit; and

WHEREAS, Deep River Road (State Maintained Road 1466) has no blind curves and is predominately a straight thorough-fare from the US 1 15/501 intersection to the US 1 interchange has a 45 MPH speed limit; and

WHEREAS, the Stevens Center and the Stepping Stones Children's Center have compiled a petition with seventy-three signatures urging the Lee County Board of Commissioners and the North Carolina Department of Transportation District 8 Office to reduce the speed limit on Kelly Drive from Pumping Station Road to the City of Sanford's limits from 55 MPH to 35 MPH; and

NOW, THEREFORE, BE IT RESOLVED, the Lee County Board of Commissioners, taking into consideration the safety of all drivers, passengers and users of Kelly Road, in order to prevent collisions and to protect life and property, strongly encourages and requests the North Carolina Department of Transportation to reduce the speed limit on Kelly Drive (State Road 1521) from Pumping Station Road to the City of Sanford limits from 55 MPH to 35MPH; and

BE IT FURTHER RESOLVED, the Lee County Board of Commissioners will forward this Resolution and the attached petition to District 12 State Senator Jim Burgin, District 51 House Representative John Sauls, North Carolina Department of Transportation Division 8 Member Lisa Mathis, City of Sanford Mayor Rebecca Wyhof Salmon, and Division 8 Traffic Engineer David Willett.

Adopted this the 16th day of September, 2024.

Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk

Lee County Board of Commissioners



TAX FORECLOSURE ATTORNEY CONTRACT

THIS CONTRACT, made this the 16th day of September, 2024 by and between Lee County (hereinafter "County") and the law offices of Winstead & Feindel, (hereinafter "Attorney"), a General Partnership, shall be for legal services to be provided for foreclosure actions on delinquent real property taxes owed to the County.

WHEREAS, the County desires to enter into a contract with Attorney for the provision of legal services related to foreclosure actions for delinquent real property taxes; and

WHEREAS, Attorney has significant specialized experience in this area of law and is willing to provide such services and to serve as the County's special tax foreclosure attorney for a term of one year;

NOW THEREFORE, for good and valuable consideration upon the conditions herein, both parties agree as follows:

- 1. <u>Assignment:</u> County shall assign to Attorney all parcels with delinquent taxes on which County wishes to proceed with foreclosure. Such assignments shall occur on an as needed basis in batches of no fewer than 10 and no more than 50 parcels at one time.
- 2. <u>County Information</u>: At the time of assignment, County shall provide Attorney with information related to each parcel assigned, including but not limited to, name and most current address of delinquent taxpayer(s), total delinquent taxes and penalties, contact information of any person or entity that has remitted tax payments on the property in the last 2 years, a map and PIN of the parcel, a brief history of any collection actions taken, and any other information as agree upon by the Parties.

3. Foreclosure Procedure:

- a. Attorney shall complete all preliminary title work within 30 days from the date of assignment. Attorney shall file the complaint within 30 days after completion of the title work. Should Attorney determine that the title work and/or filing will not occur within 60 days after assignment, Attorney shall provide to the County, prior to the expiration of the 60 day time period, a written notification indicating the reason for the delay and the procedure the Attorney will undertake to file the case as quickly as possible.
- b. Attorney shall complete the assigned foreclosure case within one year after filing said action with the Clerk of Court's office. Should Attorney determine that the case cannot be completed within one year, Attorney shall provide to County, prior to the expiration of the one year time period, a written notification indicating the reason why the action has not been completed and the efforts Attorney is undertaking or will undertake to process the case to completion. County may recall the case at no charge if Attorney fails to provide written notification of the delay as described above.

4. Fees and Costs:

- a. Attorney and County agree that payment of the attorney fees pursuant to this agreement shall be deferred pursuant to N.C.G.S. § 105-374(i). Attorney shall be paid according to the following schedule, exclusive of the costs as described below:
 - i. After assignment, case is recalled or redeemed: \$0
 - ii. After assignment and title search, case is recalled or redeemed: \$400
 - iii. After assignment, title search and filing, case is recalled or redeemed: \$800
 - iv. For assigned cases that go to sale: \$800
 - v. Where a third party is the high bidder at a sale, Attorney shall receive a commission not to exceed 5% as set by the court in addition to the above fees as outlined in paragraph 9 of this agreement.
- b. Reimbursement for costs not otherwise paid pursuant to paragraph5(a) above, shall be invoiced to the County on a monthly basis. Such costs include filing fees, services fees, copy charges, postage, publication costs, filing fees and other similar, related fees. Such invoices shall be paid by County within 30 days.
- 5. Payments and Payment Plans: After assignment, any Taxpayer wishing to pay delinquent taxes shall be directed to contact Attorney. County shall accept no payments from a Taxpayer once the file is assigned without receipt of an up to date accounting of all court costs and attorney's fees which have accrued on the case since assignment. After consultation between the Attorney and the County, it is the County's discretion whether to approve Taxpayer payment plans on assigned cases. Should a payment plan be approved, Attorney shall return the case file to County and invoice County for costs incurred on the case.
- 6. Communications and Reporting: Attorney shall notify County in writing upon the filing of a foreclosure complaint with the Clerk of Court. Attorney will submit a report in the manner and format and as frequently as agreed upon by the Parties. Attorney shall maintain adequate communication with County on emails and/or correspondence to or with the Department of Revenue, taxpayers, court officials, etc. Such communication may include copying the County's designated staff on emails, or including documentation of communications in the above referenced reports.
- 7. <u>Discretion:</u> It shall be the Attorney's discretion whether to have the assigned cases heard by the Clerk of Court or the District Court. Attorney acknowledges that timeliness in completing the assigned cases is the priority of the County.
- 8. <u>Notice</u>: Notifications required pursuant to this Agreement shall be made via US mail, email or fax to the following:
 - a. County: Tax Office designee, phone, email
 - b. Attorney: Attorney or office staff, phone, email
- 9. Appointment as Commissioner: Attorney shall make every effort to be appointed the Commissioner in the Order of Foreclosure. Attorney shall open the foreclosure sale with an opening bid on behalf of County in the amount of all delinquent taxes, fees and costs as shown in the Order of Foreclosure. Upon the public sale of property pursuant to an Order of Foreclosure in which County is not the high bidder, Attorney shall be entitled to a Commissioner's Fee plus incurred expenses as provided in N.C.G.S. Chapter 105 and as approved by the Clerk of Superior Court, provided that all delinquent taxes, fees and costs as ordered in the Order of Foreclosure are paid to the County first.

- 10. Bankruptcy: If a bankruptcy is filed after a case is assigned, Attorney shall invoice County for any costs incurred to that point. In addition, if said case is unfiled, Attorney may invoice County for attorney fees in the amount of \$400; if the case is filed, Attorney may invoice County for attorney fees in the amount of \$800. Once the stay is lifted, if agreed upon by the parties, Attorney shall proceed with the foreclosure case and bill County for costs incurred. However, for filed cases, no further attorney fees shall be charged. Unfiled cases may result in additional fees of \$400.
- 11. Payment to County: All funds collected by Attorney shall be paid to County in the form and manner agreed upon by the parties.
- 12. Demand Letters: Attorney shall not send pre-complaint demand letters unless such letter is requested by the County at the time of assignment or upon written agreement by the parties after Attorney's review of the case. The contents of the letter and the terms of the demand shall be agreed upon by the parties on a case by case basis. If a demand letter is sent pursuant to the terms of this paragraph, the timeline outlined in paragraph 3 shall be extended by 30 days. Attorney shall bill County at a rate of no more than \$75 inclusive of postage per demand letter, unless otherwise agreed upon in writing by the parties.
- 13. Limited Representation: County and Attorney agree that Attorney's services pursuant to the terms of this Agreement are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances, appearances as Commissioner to sell property at public sale, and negotiation and settlement with Taxpayers for such actions.
- 14. Termination: Either party may terminate this agreement, with or without cause, upon 90 days' written notice to the other party. In the event of such termination, any cases already assigned to Attorney shall be settled, redeemed or completed within 1 year from the date of notice of termination and Attorney shall be paid according to the fee schedule herein. All cases not completed within 1 year shall be returned to the County and Attorney shall not be entitled to any fees or costs unless otherwise agreed to in writing by the parties.
- 15. Term: This Agreement shall be in effect for a period of 1 year, effective September 16. 2024. The Agreement shall automatically renew for a 1 year period unless or until otherwise terminated as provided herein.

This the 16th day of September 2024.

CARO

ATTORNEY

Eddie S. Winstead

WINSTEAD & FEINDE

Kirk D. Smith, Chairman

Lee County Board of County Commissioners

Anll

ATTEST:

Hailey Hall

Clerk to the Board

This instrument has been precuelted in This instrument has been precuency manner required by the Local Government Budget and Fiscal-Control Act

Finance Officer, Lee County



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

Vendor:	Spatialest		vanuamazanin.asuniopasulaindekirkeikovionny
ltem:	AppraisalEst		
	xpenditure for the obove iter		
	INTRIES BELOW THAT APPLY TO G JUSTIFICATION AND SUPPO		ISE ATTACH A MEMO
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2. I monufo		not interchangeoble	with similar parts of another
	his is the only known Item onent or perform the intended		et the specialized needs of this
4 <u>/</u> []	ne parts/equipment are requ	ired from this source to p	permit standardization.
	ione of the above apply. A ined in the attached memo	detalec explanation ar	nd justification for this sale source
identified as		or service described in	walved and that the vendor this sole source justification be
		Mic	hael Brown
•	ager (\$5,000 up to \$30,000) mmissioners (\$30,000 and up)		Deportment
		09/05/2024	
	aggeria a agr	Date	
tee County Pu Revised March	archasing and Contracting Paic - 16, 2020	У	Page 5&

I.N.



Michael Brown Lee County Tax Administrator 106 Hillcrest Drive Sanford, NC 27330

Spatialest, Inc. 8901 Otis Avenue, Suite 300 Indianapolis, IN 46216

Office: 980 766 0705

26 February 2024

Dear Michael,

Re: AppraisalEst - Sole Source Product

This letter is to confirm that AppraisalEst is a sole source product, manufactured, sold and distributed exclusively by Spatialest, Inc., part of Schneider Geospatial, LLC. No other company makes a similar or competing product.

This product must be purchased directly from Spatialest, Inc. (part of Schneider Geospatial, LLC). There are no agents or dealers authorized to represent this product. The following are the sole source reason(s):

- The vendor is manufacturer of the product and has no distributors.
- The vendor is the only reseller of the manufacturer's product in this geographic region.

The AppraisalEst solution is a leading GIS based Appraisal toolset that provides an 'all in one' toolset with functionality covering data cleansing, identifying patterns and trends, regression analysis, mass comp selection, valuations based upon comparable sales, ratio analysis and post valuation analysis. AppraisalEst's valuation process generates a spatially based estimate of value through a combination of regression analysis, similarity and proximity. Because of the unique process employed within the analysis, AppraisalEst has no direct competition. The AppraisalEst solution integrates with Comper Pro to help validate and present assessment information, assist with appeal management and improve accessing property information. The selected comparable sales, the regression valuations and comp valuations generated within AppraisalEst can be uploaded into Comper Pro and accessible to the user by

spatialest.com

the click of a button. Spatialest, Inc. (part of Schneider Geospatial, LLC) is the single supplier of this integrated suite of functionality.

Please contact me if you have any questions.

Best Regards,

Jeff Corns

CEO

CONTRACT ADDENDUM FOR CONTRACTS WITH ANY DEPARTMENT OF LEE COUNTY GOVERNMENT

CONTRACTOR: Spatialest

COUNTY DEPARTMENT: Tax

SUBJECT OF CONTRACT: Tax Appraisal Software

DATE/TERM OF CONTRACT: September 1, 2024 to June 30, 2027

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.

Revised 4-9-2024

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.

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.

Public Records Law. The Contractor acknowledges that Lee County is a governmental agency and subject to public records law and is required to provide public records, including this contract, upon a valid, legal request. The Contractor has advised the County prior to executing this contract of all information it contends is proprietary, confidential or a trade secret.

For the CONTRACTOR

Revised 4-9-2024

itle: CEO

THE CHAIRMAN



Sales Order #2

LEE COUNTY, NC

September 2024

Spatialest Inc 8901 Otis Avenue, Suite 300 Indianapolis, IN 46216

> info@spatialest.com www.spatialest.com

> > T: 980 766 0705

Sales Order No.2

This Sales Order No.2 (the "Sales Order") is effective as of this 1st day of September 2024 (the "Order Effective Date"), entered into by and between Spatialest Inc., a Delaware corporation located at 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("Spatialest") and Lee County ("Customer"). This Sales Order is issued pursuant to, is governed by and is subject to the terms and conditions of the MSA ("Agreement") executed by the parties on 23rd day of September 2022. By signing this Sales Order, the Customer expressly accepts and agrees to comply with the terms of the Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

A. Product Description

Item	Description
1.	AppraisalEst AppraisalEst is a GIS Based Appraisal toolset providing functionality for data cleansing, data analysis, valuation, and ratio analysis. AppraisalEst uses comparable sales information, property characteristics, and location to produce estimates of value. It combines statistical analysis within the power of a map interface enabling both novice and advanced users to generate high quality accurate appraisal analysis.
2.	AppraisalEst Professional Services Package
	Ongoing annual AppraisalESt analysis and model building to assist with data cleansing,
	generating values, reviewing ratios, performing equity analysis; assisting appraisers with
	reviewing the results, as well as generating and understanding their own analysis (8 days per
	annum).

B. Annual Fee

ltem	Description	Cost (\$)
1.	AppraisalEst	
	(Annual Support & Maintenance)	14,400
2.	AppraisalEst Professional Services Package	
	(Annual AppraisalEst Analysis – 8 days per annum)	8,004

C. Payment Schedule

ltem	Description	Cost (\$)
Year 1	September 1, 2024 – June 30, 2025	18,670
	(\$22,404 prorated for 10 months)	
Year 2	July 1, 2025 – June 30, 2026	23,520
Year 3	July 1, 2026 – June 30, 2027	24,696

D. Payment

Description

Payment is due 30 days after invoice. All travel and expenses incurred in the US are billed at cost.

E. Term

Description

The initial term of this Sales Order commences on September 1^{st,} 2024. Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified. If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice. Upon expiration of the Initial Term, the subscription shall renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either Party provides written notice to the other Party of its intent not to renew at least thirty (30) days prior to expiration of the Initial Term or any then current Renewal Term. The Initial Term and any Renewal Term shall be collectively referred to as the "Subscription Software Term". Spatialest may increase the License Fee(s) associated with any Renewal Term by providing Customer with notice of such increase at least 60 days prior to the start of the applicable Renewal Term.

Pursuant to Section 10.2 of the Agreement, Spatialest hereby notifies Customer—and Customer acknowledges the same—that Schneider Geospatial, LLC, a Delaware limited liability company, has acquired the ownership interests in Spatialest, effective as of August 2023. Notwithstanding the change in ownership, Spatialest and Customer shall remain bound to each other by the terms and conditions of the Agreement and all applicable Sales Orders. Further, nothing contained in the Agreement, applicable Sales Orders, or herein shall create any rights, benefits, remedies, obligations, causes of action, or any contractual relationship directly between Customer and Schneider Geospatial, LLC.

This Sales Order (including all schedules attached hereto), the Specifications and the Technical Document (including any Change Orders thereto) together with the Agreement executed by the parties contain the entire agreement regarding the Customer's use of the product(s) and services described in this Sales Order and may be amended only in writing signed by both parties. Any outstanding Sales Orders shall also remain in full force and effect unless expressly stated in this Sales Order.

Spatialest and the Customer have caused this Sales Order to be executed by their duly authorized representatives as of the Order Effective Date.

SPATIALEST INC.

Name: Jeff Corns

Signature: (

Title: CEO & President

Date: 09/05/2024

LEE COUNTY ASSESSOR'S OFFICE

Name: KIRK D. SMITH

Signature: Signature:

Date: 09/16/2024

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

Finance Officer, Lee County



RESOLUTION IN SUPPORT OF ESTABLISHING A VEHICLE MAINTENACE FACILITY COMMITTEE WITH THE LEE COUNTY BOARD OF EDUCATION

WHEREAS, the Lee County Board of Commissioners and the Lee County Board of Education recognize the economies of scale for a joint Vehicle Maintenace Facility, that can be utilized by both parties; and,

WHEREAS, members of both entities, staff and elected representatives, went and visited a similar shared space in Chatham County; and,

WHEREAS, the Lee County Board of Commissioners and the Lee County Board of Education held a joint meeting where this project was one of the topics of discussion; and,

WHEREAS, both Parties, in good faith, desire to work together to consider a specific plan to meet the needs of both the Lee County Board of Commissioners and the Lee County Board of Education; and,

WHEREAS, a joint facility can be beneficial to both Parties, their staff, employees and the taxpayers of Lee County.

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners hereby agrees to establish a Vehicle Maintence Facility Committee, in conjunction with the Lee County Board of Education, with two elected officials from both boards, the County Manager and School Superintendent, and two staff members appointed by the County Manager and School Superintendent, who will be responsible to meet and establish the feasibility of a joint project and to prepare and present a proposed plan including proposed rules, guidelines, policies, plans, and a budget for the joint Vehicle Maintenance Facility, to be brought to both Boards for consideration, review and approval.

Adopted this the 16 day of SUM (Mol), 2024.

Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board

North Carolina

Lee County

LEASE AGREEMENT

This lease agreement, made and entered into this 17th day of, September 2024 by and between, Lee County Courthouse, hereinafter referred to as "Lessor"; and State Employees' Credit Union, a North Carolina credit union, hereinafter referred to as "Lessee."

WITNESS ETH:

That subject to the terms and conditions hereinafter set out, Lessor does hereby let and lease unto Lessee, and Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located at 1408 S. Horner Blvd, Sanford, County of Lee, State of North Carolina, and as more fully described and/or depicted in Exhibit A (the "Leased Premises").

The terms and conditions of this Lease Agreement are as follows:

- The term of this Lease Agreement shall be for a period of one (1) years beginning on the FIRST day of September, 2024 and ending on the LAST day of August, 2025, unless extended or terminated under the other provisions of this Lease Agreement. If Lessee does not provide notice of its intent to extend the term of this Lease Agreement pursuant to Section 12 below, at the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.
- As rental for said premises, Lessee shall pay to Lessor at the address noted below, and without notice or demand therefore, the sum of one dollar (\$1.00) per year. The rental payments shall be made payable to Lee County and sent to the following address: PO Box 1968, Sanford, NC 27231.
- 3) Lessee shall use and occupy the premises for the purpose of constructing and operating a kiosk ATM, and Lessee shall have exclusive control and possession of the Leased Premises for the entire term of this Lease Agreement.
- Lessor shall be responsible for the repair and/or maintenance of the parking lot area on or immediately surrounding the Leased Premises including but not limited to repairing any potholes, removing any debris, and performing all landscaping such as maintaining and trimming any shrubs and trees in close proximity of the ATM. In addition, Lessor shall ensure that reasonably adequate lighting, parking, and access are available for the Leased Premises at all times. Upon written notice from Lessee to Lessor requesting any repairs and/or maintenance described above on the Leased Premises, Lessor shall perform any requested repairs and/or maintenance within thirty (30) days. If Lessor fails to perform any requested repairs and/or maintenance within thirty (30) days, then Lessee has the option to provide a forty-five (45) day written notice of its intent to terminate this Lease Agreement (such 45-day window to include the 30-day repair and maintenance window). Except as otherwise agreed to in writing by both parties, Lessee will be responsible for the construction of the ATM and any necessary upkeep, repairs, and maintenance of the ATM during the term of this Lease Agreement. Upon

termination of the Lease Agreement, Lessee will be responsible for removing the ATM and the structure from the "Leased Premises" and will restore the premises back to substantially the same condition as existed prior to the installation of the ATM.

- During the term of this Lease Agreement, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the Leased Premises together with the equipment in the structure insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous purpose.
- 7) Lessor shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the Leased Premises.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental payments shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide to Lessor at least thirty (30) days written notice of its intent to terminate this Lease Agreement. Upon such termination, Lessee shall restore the premises to substantially the same condition as existed prior to the installation of the ATM. After the premises are restored, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemner, and rental payments shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the Leased Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, and telephone/data services. Lessor shall reasonably cooperate with Lessee's efforts in furtherance of this provision, including, but not limited to, promptly responding to any requests for information or access by a utility provider.
- 11) Lessee shall defend, indemnify and hold harmless Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the Leased Premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Lessee, its agents, or employees.

- 12) At the expiration of the term of this Lease Agreement, this Lease Agreement shall automatically renew as a month-to-month lease unless and until a party provides at least ten (10) days written notice to the other party that this Lease Agreement shall not renew.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for thirty (30) days, Lessor may, at its option, at any time during such default, declare this Lease Agreement terminated and canceled and take possession of the Leased Premises, and require the Lessee to remove the structure from the premises and restore the Leased Premises back to substantially the same condition as existed prior to the installation of the ATM.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

Lee County PO Box 1968 Sanford, NC 27231

and to Lessee at:

State Employees' Credit Union Attn: SVP, ATM Management PO Box 26807 Raleigh, NC 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to any conflict of laws provisions.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In addition, this Lease Agreement may be assigned by Lessee, without further consent or approval required, to a third party that is regularly in the business of operating ATMs.
- This Lease Agreement contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest or assigns.
- 19) If any provision of this Lease Agreement shall be declared invalid or unenforceable, the remainder of this Lease Agreement shall continue in full force and effect.

20) Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strikes or other labor problems, fire, flood, civil unrest, pandemics, acts of terror, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In testimony whereof, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

Title: LET COUNTY BOARD CHAIRMAN

Lessor: Lee County

North Carolina:
Lee County:

This is the 17th day of September, 2024, before me, Jennier Camble
a Notary Public, personally came Kirk D. Smith who, being duly sworn, says that she/he is a duly authorized officer of the foregoing entity and that the foregoing was signed and sealed by her/him on behalf of the said entity by its authority duly given, and acknowledged the said writing to be the act and deed of said entity.

Witness my hand and notarial seal, this 17th day of September 2024.

My Commission Expires:

1/16/2028

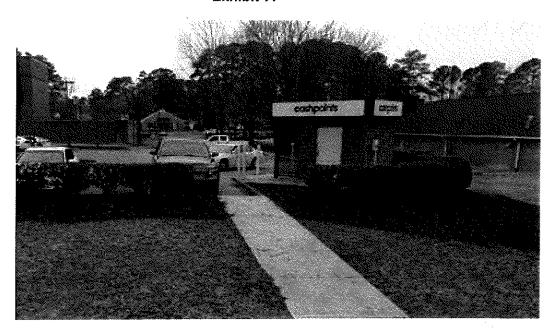
JENNIFER GAMBLE NOTARY PUBLIC Lee County North Carollina
North Carollina January 16, 2028

	D. Craig Campbell SENIOR VICE PRESIDENT, ATM, BRANCH EQUIPMENT AND LEASE MANAGEMENT
North Caralina	
North Carolina: Wake County:	
This the 16 day of Scry a Notary	of october, 2024, before me, Public, personally came D. Craig Campbell, who,
being duly sworn, says that he is Senior Management of State Employees' Credit L him on behalf of the said credit union by it	Vice President, ATM, Branch Equipment and Lease Jnion and the said writing was signed and sealed by s authority duly given and the Senior Vice President, agement acknowledged the said writing to be the act
Witness my hand and notarial seal, this the	day of <u>October</u> , 2024.
	mar Z
My Commission Expires:	Notary Public BERRY
11-12 - 2025	THE STARY OF THE START OF THE S

Lessee:

State Employees' Credit Union

Exhibit A





PROCLAMATION HONORING HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is celebrated nationwide from September 15th through October 15th each year. The observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson and expanded by President Ronald Reagan in 1988 to cover the month as it is celebrated today. It calls upon public officials, educators, librarians, and all the people of the United States to observe this time with ceremonies, activities, and programs; and

WHEREAS, since the 16th Century, North Carolina saw Spanish Explorers by the names of Lucas Vasques de Ayilon, Hernando de Soto, Domingo Fernandez, Pedro de Coronas, Captain Juan Pardo, and Sergeant Hernando Boyano, leaving a long Hispanic legacy on our state, and

WHEREAS, September 15th is significant because it is the anniversary of the independence of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Brazil, Mexico, Chile, Belize, celebrate their Independence Days on September 7th, 16th, 18th, and 21st respectively. Therefore, the observance of National Hispanic Heritage Month celebrates the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America, and the Caribbean islands; and

WHEREAS, during 2020, the U.S. Census Bureau counted 13,122 Hispanic residents in Lee County out of population of 63,285 people, or about 20.7% of the county's residents identified as Hispanic / Latino; and

WHEREAS, Lee County recognizes the unique and vital role our Hispanic and Latino residents play in the fabric of our economy and workforce, as well as our faith communities and social tapestry; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Lee County Board of Commissioners hereby proclaims September 15 through October 15, 2024 as *Hispanic Heritage Month in Lee County* and urges its residents to enjoy this cultural celebration.

Presented this 16th day of September, 2024.

Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:

Hailey Hall Clerk to the Board



PROCLAMATION HONORING MANUFACTURING DAY

WHEREAS, Manufacturing Day is a celebration of modern manufacturing meant to inspire the next generation of manufacturers; and

WHEREAS, although Manufacturing Day officially occurs on the first Friday in October — this year is October 4, 2024 — any day can be a Manufacturing Day; and

WHEREAS, Manufacturing Day will be recognized with the annual Manufacturing Day Industry Showcase at the E. Eugene Moore Manufacturing and Biotech Solutions Center; and

WHEREAS, the Moore Center stands as a unique and unparalleled educational facility dedicated to addressing the critical workforce needs in the fields of advanced manufacturing and biotechnology and plays a pivotal role in equipping students and professionals with the necessary skills, knowledge, and hands-on experience to excel in these rapidly evolving industries; and

WHEREAS, Central Carolina Community College's Industry Services office works with industries in Chatham, Harnett, and Lee counties to maximize success through quality workforce training; and

WHEREAS, this Manufacturing Day event is an outstanding learning experience for students who will indeed be our next generation of manufacturers; and

NOW, THEREFORE, BE IT RESOLVED that the Lee County Board of Commissioners hereby proclaim the fourth day of October 2024 as *Manufacturing Day in Lee County* and deem it an honor to present this proclamation in recognition of Manufacturing Day with appreciation to the many manufacturing companies of our community, as well as to the E. Eugene Moore Manufacturing and Biotech Solutions Center and Central Carolina Community College's Industry Services.

Presented this 16th day of September, 2024.

Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:

Hailey Hall, Clerk to the Board



PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY26 RESOLUTION

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

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

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

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

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

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

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

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

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

FY26 PROGRAM RESOLUTION Last Updated: 04/01/2024



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

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

I <u>Hailey Hall, Clerk to the Board,</u> do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the <u>Lee County Board of Commissioners</u> duly held on the <u>03 day of June 2024</u>.

Signature of Certifying Official

Seal Subscribed and sworn to me

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

Jenne Lamble
Motory Publick

Jennifer Gamble Sunford, NC 27330

Printed Name and Address

My commission expires (date)

1/16/2028

Affix Notary Seal Here

JENNIFER GAMBLE
NOTARY PUBLIC
Lee County
North Carolina

My Commission Expires January 16, 2028



LEE COUNTY BOARD OF COMMISSIONERS

MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER 2420 TRAMWAY ROAD SANFORD, NC 27330

> Monday, June 3, 2024 6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

- I. ADDITIONAL AGENDA
- II. APPROVAL OF CONSENT AGENDA
 - II.A Minutes from the May 6, 2024 Regular Meeting
 - II.B May 6, 2024 Closed Sessions Minutes
 - II.C Minutes from the May 15, 2024 All Boards Meeting
 - II.D Minutes from the May 20, 2024 Regular Meeting
 - II.E Memorandum of Understanding(MOU) between Department of Health and Human Services (DHHS) and Lee County
 - II.F Aramark Food Services Contract Amendment FY 2024-2025
 - II.G Restructuring Fee Schedule for the Lee Primary Care Clinic and Sliding Fee Scale
 - II.H Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department for FY 24-25

- II.I County of Lee Transit System NCDOT Grant Application FY26
- II.J Empowering Lives Contract Renewal
- II.K Amendment to Buggy Factory Lease with the City of Sanford
- II.L Wellness Clinic Contract
- II.M Corrected Resolution Authorizing the Sale of Property at 1413 Texas Square
- II.N Letter of Support to NC Legislators for VIPER Infrastructure Funding

III. PUBLIC COMMENTS

IV. PUBLIC HEARING

- IV.A Â Public Hearing for the Proposed FY 2024-2025 Fire District Rates
- IV.B Â Public Hearing for FY 2024-2025 Budget
- IV.C Public Hearing on the Capital Improvements Program (CIP) for FY 2025-2029
- V. OLD BUSINESS
- VI. NEW BUSINESS
- VII. MANAGERS' REPORTS
- **VIII. COMMISSIONERS' COMMENTS**

ADJOURN



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

June 3, 2024

MINUTES

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

Commissioner Bill Carver provided an invocation a led the Board and meeting attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Motion: Motion to approve the Agenda as presented.

Mover: Taylor Vorbeck

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

Taylor Vorbeck

Absent: 1 - Robert Reives Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Commissioner Robert Reives arrived at 6:02 p.m.

Motion: Motion to approve the Consent Agenda as presented.

Mover: Taylor Vorbeck

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

Taylor Vorbeck, Robert Reives

Motion Result: Passed

II.A Minutes from the May 6, 2024 Regular Meeting

- II.B May 6, 2024 Closed Sessions Minutes
- II.C Minutes from the May 15, 2024 All Boards Meeting
 BOC_All_Boards_Special_Meeting_Minutes 5-15-24 final.pdf
- II.D Minutes from the May 20, 2024 Regular Meeting BOC Regular Meeting Minutes_5-20-24_final.pdf
- II.E Memorandum of Understanding(MOU) between Department of Health and Human Services (DHHS) and Lee County

SFY 2024-25 and 2025-26 MOU Cover Letter.pdf

County MOU and Data Sharing MOA 2024-25 and 2025-

26.pdf Attachment1-PerfMeasures-2.15.24.pdf Attachment2-

PerfMeasures-2.15.24.pdf DSS-PerfMeasures-Factsheet-

2.15.24.pdf AdultServices-PerfMeasures-2.15.24.pdf

ChildSupport-PerfMeasures-2.15.24.pdf ChildWelfare-

PerfMeasures-2.15.24.pdf EnergyPrograms-PerfMeasures-

2.15.24.pdf FoodNutrition-PerfMeasures-2.15.24.pdf

WorkFirst-PerfMeasures-2.15.24.pdf

II.F Aramark Food Services Contract Amendment FY 2024-2025

FY 2025 Aramark for Senior Services and Lee Co

Jail.pdf Aramark contract 31 MAY 2006.pdf

- II.G Restructuring Fee Schedule for the Lee Primary Care Clinic and Sliding Fee Scale LPC SFS.pdf
- II.H Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department for FY 24-25 SNIF_Nurse_MOA_FY25_revisedWP (2).pdf
- II.I County of Lee Transit System NCDOT Grant Application FY26 FY 2026 NCDOT Lee Co Phase 1 approval to apply.pdf FY 2026 NCDOT Lee Co Phase 1 signature docs.pdf Department Grant Information Form FY26 NCDOT.pdf
- II.J Empowering Lives Contract Renewal Empowering Lives Contract
- II.K Amendment to Buggy Factory Lease with the City of Sanford FUlly Executed City Lease-Buggy.pdf
 City Lease Amendment Buggy Factory 2024.pdf

II.L. Wellness Clinic Contract

docsignatoryphase-104573 1st Amendment Occ Health (002).pdf Wellness Clinic 2023 Agreement.pdf

- II.M Corrected Resolution Authorizing the Sale of Property at 1413 Texas Square Final Resolution Texas Square.pdf
- II.N Letter of Support to NC Legislators for VIPER Infrastructure Funding Letter_to_Legislators.pdf

III. PUBLIC COMMENTS

- Sheryl Davis, 2301 Tramway Road (Southern Lee High School Auditorium)

IV. PUBLIC HEARING

IV.A Public Hearing for the Proposed FY 2024-2025 Fire District Rates Chairman Smith opened the public hearing at 6:08 p.m.

No one spoke in favor of the proposed FY 2024-2025 fire district rates.

Those who spoke against the proposed rates:

- David Smoak, 96 North Ridge Trail

Chairman Smith closed the public hearing at 6:12 p.m. Proposed fire district rates for FY 2024-25.pdf

IV.B Public Hearing for FY 2024-2025 Budget

Chairman Smith opened the public hearing at 6:12 p.m.

No one spoke in favor of the recommended FY 2024-2025 budget.

Those who spoke against:

- Eric Davidson, 3119 Wild Forest Road presenting comments on behalf of Alan Rummel, a copy of which (including comments related to the Capital Improvements Program) is attached and incorporated into these minutes.
- Jaime Laudate, 1806 Crepe Myrtle Road
- David Smoak, 96 North Ridge Trail
- Kayla Wibalda, 2301 Tramway Road

Chairman Smith closed the public hearing at 6:40 p.m.

- 6. Exhibit 1.pdf
- IV.C Public Hearing on the Capital Improvements Program (CIP) for FY 2025-2029 Chairman Smith opened the public hearing at 6:40 p.m.

No one spoke in favor of the recommended Capital Improvements Program (CIP) for FY 2025-2029.



PUBLIC HEARING RECORD

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

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

APPLICANT:	
	County of Lee
DATE:	<u>September 16, 2024</u>
PLACE:	Dennis A. Wicker Civic Center
TIME:	6:00 p.m.
How many BOA	RD MEMBERS attended the public hearing?
How many mem	bers of the PUBLIC attended the public hearing? $^{\sim}2^{0}$
Public Attendand	ce Surveys
☐ (At	tached)
[] (O	ffered at Public Hearing but none completed)
	I, representing (Legal Name of Applicant) County of Lee do hereby certify to
above and	a Department of Transportation, that a Public Hearing was held as indicated
above and	
above and During the Public	
above and During the Public (No.)	c Hearing

FY26 PUBLIC HEARING RECORD Last Updated: 04/01/2024



VOLUNTARY TITLE VI PUBLIC INVOLVEMENT

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

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

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

Project Name: Cou	nty of Lee	Date: 9/16/2024
Meeting Location: De	ennis A. Wicker Civic Center	
Name (please print)		Gender:
		☐ Male ☐ Female
Ge	eneral ethnic identification cal	tegories (check one)
Caucasian	☐ Hispanic American	American Indian/Alaskan Native
☐ African American	Asian/Pacific Islander	Other:
Color:		National Origin:

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

Thank you for your cooperation.



FY26 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Lee (Legal Name of Applicant)

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	\$ 250,742	\$ 37,612 (15%)
5311 Operating (No State Match)	\$	\$(50%)
5310 Operating (No State Match)	\$	\$ (50%)
Combined Capital	\$ <u>498,645</u>	\$ 49,865 (10%)
Mobility Management	\$ <u>142,492</u>	\$ 14,250 (10%)
5310 Capital Purchase of Service	\$	\$(10%)
ConCPT	\$	\$ (50%)
Capital Cost of Contracting	\$	\$(%)
Traveler's Aid	\$	\$ (50%)
	\$	\$ (%)
Marine & S. 11 (1971)	\$	\$ (_%)
	\$	\$ (%)

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

TOTAL	\$ <u>891,879</u>	\$ <u>101,727</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	<u>Amount</u>
Lee County	Administrative 5311	\$ <u>37,612</u>
-	Combined Capital	\$ <u>49,865</u>
	Mobility Management	\$ <u>14,250</u>
***************************************	Designation of the second of t	\$
		\$
***************************************	Allistationshipsingston	\$

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



		\$
		\$
TOTAL		\$ <u>101,727</u>
re box revenue is	not an applicable source for local st	nare funding

I, the undersigned representing (Legal Name of Applicant) County of Lee do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2026 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1,2025, which has a period of performance of July 1, 2025 – June 30, 2026.

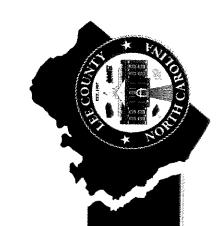
Signature of Authorized Official

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

9/16/2024

Date

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



Purchasing Policy Revisions

Candace Iceman

Board of Commissioners Meeting/Civic Center

Monday, September 16, 2024

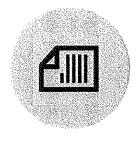
LEE COUNTY GOVERNMENT

Proposed Changes

















INFORMAL BID THRESHOLD



2024 County Data

County	Purchase Order Threshold	Informal bid Threshold	Formal Bid Threshold	Board of Commissioners Approval
Burke 1	2,000	2,000	000'06	000006
Chatham	20	30,000	90,000	100,000
Cumberland	5,000	30,000	000'06	000'06
Franklin ²	250	5,000	30,000	000,06
Hamett	0	30,000	000'06	250,000
Haywood ²	2,000	30,000	90,000	20,000
Lee (current)	200	5,000	000'06	30,000
Lee (proposed)	1,000	30,000	000'06	20,000
Moore 1		30,000	000'06	000,000
Stanly ²	200	30,000	000'06	000'06
Surry 1,2	2,500	30,000	000'06	20,000
Wilson ²	1,500	30,000	000'06	000'06

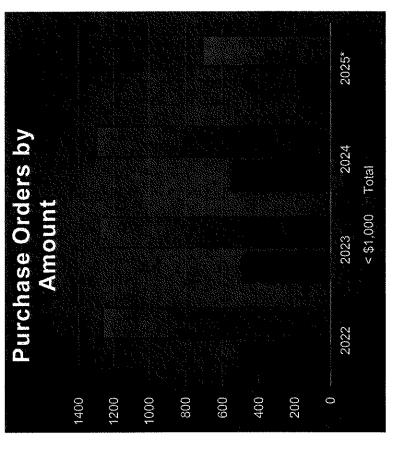
¹ Considering a purchasing policy update ² In a similar population group with Lee County

Purchase Order Threshold





- Current threshold \$500
- Average of 40% of purchase orders are less than \$1,000¹
- Proposed threshold -\$1,000



*Fiscal year to date

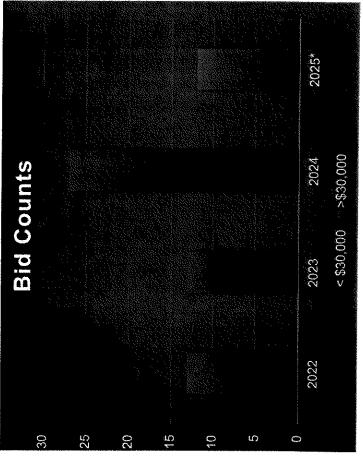
1 Calculation based on full fiscal years

Informal Bid Threshold





- Current threshold \$5,000
- Excludes purchases approved as sole source, State contract or other competitively bid program
- Informal rebids required under \$30,000
- FY 2023 83% (5 of 6)
- FY 2024 67% (10 of 15)
- Proposed threshold \$30,000



*Fiscal year to date

County Manager's Authority









Current limits
\$30,000 for contracts
\$30,000 for Mini Brooks Exemption
\$50,000 for change orders

Proposed limits

\$50,000 for all contracts \$50,000 for Mini Brooks Exemption \$50,000 for change orders

Sole Source



approved by the governing board prior to the award of the contract when: Per GS 143-129 (e)(6) – purchases of goods and supplies must be

Performance or price competition for a product are not available;

A needed product is available from only one source of supply; or

Standardization or compatibility is the overriding consideration

Departments will be required to receive Board approval for any purchases that are claimed as sole source.

Questions?

LEE COUNTY GOVERNMENT

NORTH CAROLINA

County Manager's Report - September 16, 2024

Ongoing Projects

Lee County Athletic Park - Construction continues.

Building Construction: All five building foundations are completed, two buildings (Field House A and Restroom A) have vertical walls and wood beam roofs installed. Field House B has foundation in place with vertical masonry block wall construction nearly complete. The maintenance building metal framing and trusses installation are nearing completion, and the metal roof installation is in process.

Field Construction: Ball fields are under construction, with all field drainage and irrigation installed and the field builder installing cover surface (clay and sand mix). Rectangle fields are at a rough grade and will be the focus of the builder (Precision Turf) after the ball fields are completed. Field lighting (MUSCO) is installed on about 75% of the site and will be completed once rough grading is complete on fields 7, 8, and 9.

Site Construction: Parking lots A and B have the base asphalt layers installed. Stone base at parking lot C is complete with asphalt installation scheduled the week of September 9 for completion of the base layers of asphalt for the entire site. As construction nears completion, a final top layer of asphalt will be installed just before completion.

Staff is working with DR Horton and McAdams to finalize the Duke/CEMC Power easements between Ashby Village and the Lee County Athletic Park, with a plan to bring the request back to the Board in the very near future once the associated documents have been reviewed and negotiated. Potential change orders continue to be vetted and discussed between Sanford Contractors, McAdams, and Lee County in preparation to present to the Board of Commissioners in October. Change orders include drainage improvements around multipurpose fields 9 and 10, irrigation and water meter change/redesign, and credits issued for reductions of electrical conduit duct banks and asphalt hold back at the entrance at Highway 42 to allow for road expansion.

Phase I & II Parks Projects - Kiwanis Children's Park

Kiwanis Children's Park: This project includes new sidewalk installation for future connection to Kiwanis Family Park, a new playground for children ages 2-5 years, restroom renovations, and a new shelter installation. Marks Construction has completed most of the new sidewalks throughout the park and grading for the new playground installation. Churchich (contractor responsible for the bathroom renovation, playground, and shelter installation) has ordered the shelter and playground equipment. Playground equipment was delivered August 9, and the shelter has been ordered and is scheduled to be delivered the week of September 13. Staff is coordinating with Churchich to schedule work for the bathroom, shelter, and playground installation, and Mark's Construction to complete the sidewalk and shelter pad installation.

OT Sloan Park Accessibility Project – The original project includes pavilion/restroom renovations, seat/retaining wall, playground and surfacing, playground entry gates, sidewalk (~4500 sq ft), parking striping for handicapped spaces, parking improvements, landscaping, site preparation, lighting, site furnishings, and fencing. The original project bids came in above budget with the lowest base bid for construction exceeding the project budget by ~\$125,000. A modified scope of work reflecting a reduction in work for the project has been reviewed and approved by the NC State Parks and Recreation. The reduced scope includes removal of the restroom

renovation and 3,000 square feet of sidewalk. Project documents have been updated by the architect, Withersravenel, and the project is now back out to bid. The bid period is September 5-26 and a pre-bid meeting will be held on site on September 12.

Library Building Project – This is a CMR (Construction Manager at Risk) project, facilitated by SAMET/Sanford for the construction of the new Lee County Library. The bid period was set from May 15 – June 20, with 35 total packages posted for bid. The bid period closed on June 27 and 18 bid packages received responses; however, staff did not receive three bids for all the remaining bid packages. A re-bid opening was held on July 9 and staff received responses to all 17 remaining bid packages. The GMP (Guaranteed Maximum Price) was finalized and presented by SAMET/Sanford following input regarding bid alternates. Bid tabs have been certified and the final GMP is presented at \$18,784,275.00 including the base and five add alternates, allowing Lee County to move forward within budget. The target cost of construction of \$18,834,000 is a component of the overall project budget of \$24,034,000. The Finance Department is now working with bond council and LGC (Local Government Commission) to arrange borrowing and bond sales. LGC has approved moving forward with the financing as of September 10, with a sale date of September 25 and a closing date of October 10. Plan to issue Notice to Proceed after LGC bond approval.

Lee County is evaluating five requests for qualifications (RFQ) submissions for third party testing (Construction Materials Testing and Special Inspections). Lee County reviewed and scored all five submissions, then worked with the selected firm on providing a proposal to cover testing to support the construction of the new Library project. A proposal was provided to Lee County for review and approval. The current plan is to bring a recommendation for a (Construction Materials Testing and Special Inspections) firm and contract to an October BOC meeting for approval.

Historic Courthouse – The Historic Courthouse renovation project currently focuses on roof replacement with alternates for masonry repairs and storm water management. The project bid was held (July 19 – August 29) after being extended one week at the request of the design firm. Only one bid was received for the project and requires a second bid period to allow for additional bid submissions. Lee County is working with the architect (Hobb's Architects) and NCSHPO (North Carolina State Historic Preservation Office) to update bid documents based on feedback and questions from contractors that had attended the mandatory pre-bid meeting. This project is predominately funded under the Emergency Supplemental Historic Preservation Fund (ESHPF) grant. Additional funding (\$185,000) and a deadline extension (December 2026) was provided for the ESHPF grant. A re-bid period is expected to begin by early October 2024 pending bid document updates from the architect and approvals from NCSHPO. The plan is to open the re-bid period for three weeks once all documents have been updated.

Horton Park Parking Lot Improvements – At the December 2023 Board of Commissioners retreat, the Commissioners requested improved parking options for Horton Park and Pool. J. Thomas Engineering was approved as the engineer for the project at the Board of Commissioners meeting on March 18, 2024, and DOT has approved the design for Horton Parking Lot expansion. The current design adds a smaller drive through the parking lot just below the pool area and bathhouse, adding 17 designated parking spots and eliminating unsafe parking conditions occurring along Washington Avenue. A proposed add alternate with this project includes additional sidewalk installation along Washington Avenue toward the community garden, located at the adjacent property, for the convenience and safety of pedestrian traffic. Staff is working on finalizing bid documents to ensure all federal language is included due to ARPA dollars being included as funding for a portion of the overall project budget. The plan is to bid the project by the end of January 2024.

Lee County Government Center - The generator and generator connection infrastructure (switchgear) function today, but they are beyond the projected useful life. Lee County has worked with Dewberry Engineering to provide drawings and bid documents for the generator and switchgear. The budget does not allow for replacement of both the generator and the switchgear as originally planned. The project will focus on the switchgear (infrastructure connecting the generator to the building) as the base bid due to the immediate need to replace as replacement parts are no longer readily available for the current equipment. The project was bid March 22 -April 21 with RECORE LLC as the lowest responsive bidder. A meeting was held on July 30 with RECORE LLC, Dewberry Engineering, and Lee County to discuss the project and help finalize project contract terms. Equipment lead times are currently ~12 months and will require coordination between the contractor and Lee County. To minimize the impact to County operations, the project is to be scheduled targeting a holiday weekend with only two business days anticipated of operational down time when the Government Center will only be on backup power while the primary installation is taking place. Veteran's Day weekend of 2025 is the target period for installation, and functional completion of all work is to be completed in five days. RECORE LLC will be able to complete some work before the equipment is delivered that will create some efficiencies in anticipation of the five-day switchover period.

Bond Ratings

The County has recently gone through the bond rating process in preparation for the upcoming issuance of Limited Obligation Bonds (LOBs) for the Library and the VIPER project. On August 21, 2024, Moody's assigned a Aa3 rating to the County's estimated \$28 million Series 2024 LOBs and, concurrently, affirmed the County's Aa2 issuer rating on its outstanding General Obligation Bonds (GOBs). On September 6, 2024, S&P Global Ratings assigned its AA long-term rating to the County's Series 2024 LOBs and affirmed the County's AA long-term rating on the County's general obligation debt. Copies of the reports are attached.

Other Information

On August 26, 2024, the County was notified that Lee and Chatham counties' proposal for Intermediary Agency Services (REENTRY) had been accepted and that the counties would be receiving \$225,000 to provide those services. Congratulations to Reentry Coordinator Kristie Brayboy and the Community Support Services team for their work on the successful proposal.

On September 3, 2024, the County received notification that our project, Lee Local Agricultural Growth Zone, had been selected for funding. The estimated funding amount for this project will be \$489,443. Congratulations to Extension Director Bill Stone and the Cooperative Extension team for their work on the project.

During September 11-12, 2024, Lee County held its first Mental Health First Aid training for 15 employees, which was made possible through funding allocated by Senator Burgin. We plan to offer this training multiple times throughout the year going forward.

Reports

Tax - The Tax Department Collections report for August 2024 is attached.

Building Inspections - Attached is the monthly inspections report for August 2024.

TRC - The TRC Agenda for September 2024 is attached.

Library Board of Trustees – The Library Services Director's report for August 2024 and the Pop!-Con 2024 Event Summary Report are attached.

Parks and Recreation - The signed July 2024 meeting minutes are attached.

Consolidated Human Services Agency – The signed July 2024 meeting minutes and August 2024 meeting agenda are attached.

Upcoming Meetings/Events:

September 26, 2024 – SAGA Annual Meeting – Civic Center – 6:00 p.m. (registration required)

October 7, 2024 - Lee County Board of Commissioners Meeting - McSwain Center - 6:00 p.m.

October 21, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

November 4, 2024 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

November 11, 2024 – County offices closed in observation of Veterans Day

November 18, 2024 - Lee County Board of Commissioners Meeting - Civic Center - 6:00 p.m.

November 28 & 29, 2024 - County offices closed in observation of Thanksgiving

NORTH CAROLINA, LEE COUNTY

Presented for registration on this 14th day

of Nov 2004 at 8:30(AM)PM
recorded in Book 38 Page 691

Pamela G. Britt, Register of Deeds