



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

February 17, 2025

MINUTES

Roll Call

Present: Dr. Andre Knecht (arrived at 6:06 p.m.), Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck (arrived at 6:03 p.m.), Samantha Martin

Absent: 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 in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to pull item II.F E-Rate Letter of Agency from the Consent Agenda to New Business and to add item II.M CDBG Neighborhood Revitalization Grant and Project Ordinance to the Consent Agenda.

Commissioner Taylor Vorbeck arrived at 6:03 p.m.

Motion: Approve the Agenda as amended.

Mover: Cameron Sharpe

For: 5 - Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Absent: 2 - Dr. Andre Knecht, Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Approve the Consent Agenda as amended.

Mover: Samantha Martin

For: 5 - Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Absent: 2 - Dr. Andre Knecht, Robert Reives

Motion Result: Passed

II.A Minutes from the January 27, 2025 Special Called Meeting

BOC Regular Meeting Minutes_1-27-25_final.pdf

II.B Minutes from the January 31, 2025 Board Retreat

BOC Retreat Minutes_1-31-25_final.pdf

II.C Minutes from the February 3, 2025 Regular Meeting

BOC Regular Meeting Minutes_2-3-25_final.pdf

II.D Carolina Pool Management Service 2025 Fee Proposal - Horton Pool

PARKS & REC - CPM Agreement for Horton Pool_3-18-24.pdf CPM

- Horton Fee Proposal.pdf

CPM Horton Pool 2025.pdf

II.E Carolina Pool Management Service 2025 Fee Proposal - OT Sloan

PARKS & REC - CPM Agreement for O.T. Sloan Pool_3-18-24.pdf

CPM - OT Sloan 2025 Fee Proposal.pdf

CPM Horton Pool 2025.pdf

II.F E-Rate Letter of Agency

This item was moved to New Business.

Letter_of_Agency__003_.pdf

II.G Refund and Release Report for January 2025

Gen Statute 105.pdf

RELEASE CODES SPREADSHEET.pdf

January 2025 Personal Property Abatement Report.pdf

January 2025 Real Property Abatement Report.pdf

II.H Budget Amendment 02/17/25/13

Budget Amendment Packet 02-17-25-13v2.pdf

II.I Board of Equalization and Review Appointments

Resolution_Establishing_BOER.pdf

AMENDED RESOLUTION FOR ESTABLISHMENT OF POLICY AND

PROCEDURES FOR APPOINTMENTS TO COUNTY BOARDS.pdf

II.J Automatic Door Swing Replacements at the Lee County Enrichment Center - Sole Source Approval

Dormakaba_Sole Source.pdf

Proposal - Enrichment Center - Automatic Operators Replacement - Sanford, NC.pdf

II.K Cooling Coil Replacement for Rooftop HVAC Unit at the Daymark Building - Sole Source Approval

Dail Mechanical_Sole Source.pdf

Dail Mech_Proposal for coil replacement_Daymark Facility.pdf

II.L Rescind the Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project

Resolution Rescinding Brand Specific Chiller Courthouse Final .pdf

Resolution Brand Specific Chiller Courthouse Signed.pdf

II.M ADD ON - CDBG Neighborhood Revitalization Grant and Project Ordinance

CDBG 23-C-4168 Funding Approval.pdf

CDBG 23-C-4168 Grant Agreement.pdf

2024 CDBG-NR Grant Project Ordinance.pdf

III. PUBLIC HEARINGS

III.A Zoning Map Amendment (Rezoning) Request

Chairman Smith read aloud a conflict of interest statement and asked the Board if there were any conflicts. None were identified.

Chairman Smith opened the public hearing at 6:05 p.m.

Senior Planner Amy McNeill presented a rezoning request submitted by William Gordon to rezone two adjoining tracts of land totaling 1.04 acres with frontage on Sunset Drive, a mapped right-of-way off of Hawkins Avenue that is developed with a private driveway serving a house at 3201 Hawkins Avenue and a house at 3147 Sunset Drive, from Light Industrial (LI) to Residential Agricultural (RA) to allow the development of the site in a residential manner. A copy of her presentation is attached and incorporated into these minutes.

Commissioner Andre Knecht arrived at 6:06 p.m.

No one spoke in favor.

Those who spoke in opposition:

- David Smoak, 96 Northridge Trail

Chairman Smith closed the public hearing at 6:14 p.m. and excused the Planning Board to their meeting.

001-REZ@(V)Sunset Drive-BINDER.pdf

III.B Public Hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance

Lee County Cooperative Extension Director Dr. Bill Stone asked to hold a public hearing on the Lee County Agricultural Development and Farmland Preservation Ordinance. A copy of his presentation is attached and incorporated into these minutes. This new ordinance would replace the 2013 Voluntary Agriculture District

Ordinance in its entirety. The new Agricultural Development and Farmland Preservation Ordinance would allow landowners the opportunity to join voluntary agricultural districts or enhanced voluntarily agricultural districts.

Chairman Smith opened the public hearing at 6:32 p.m.

Those who spoke in favor:

- Jim Womack, 1615 Boone Trail Road*
- Aaron and Hunter Ayers, 3652 County Line Road, Cameron*

Those who spoke in opposition:

- David Smoak, 96 Northridge Trail*

Chairman Smith closed the public hearing at 6:42 p.m.

ExtensionAgBOC2-17-25_slides1-4.pdf

VAD 2013.pdf

Session Law 2021-78.pdf

VAD EVAD Ordinance Revised Final.pdf

IV. PUBLIC COMMENTS

- Joani DiCiancia, 130 Raccoon Court (school budget)*
- Cathy Howard, 483 Wildlife Road (support of proposed conservation easement)*
- Emily York, 315 N Steele Street (school budget)*
- April Stone, 727 Forestwood Park Road (school budget)*
- Cecil Cameron, 3459 Avents Ferry Road (support of proposed conservation easement)*
- Don Nicholson, 11 Nicholson Road (support of proposed conservation easement)*

V. OLD BUSINESS

There was no Old Business to discuss.

VI. NEW BUSINESS

VI.A Proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund

Lee County Cooperative Extension Director Dr. Bill Stone presented a proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund for informational purposes. A copy of his presentation is attached and incorporated into these minutes. Conservation easements and the tax program of Present Use Value (PUV) are not the same thing; the requirements for PUV will remain the same as it is set by state statute. Conservation easements offer landowners a voluntary way to protect their land, and the proposed policy is only applicable if individuals seek County funding. Individuals can also enter into conservation easement agreements without any County involvement. Dr. Stone has requested the Board to use rollback taxes that come from land coming out of the tax PUV program, and to dedicate the rollbacks to funding conservation easements. Commissioner Samantha Martin asked if there were alternative funding sources available for this, as well as if the County could provide loans instead. County Attorney Whitney Parrish said this can be looked into; however, the County would have to set

market interest rates, figure out additional logistics, require a deed of trust on properties, and see if it's feasible. Triangle Land Conservancy Land Protection Manager Melissa Clunan was also present and noted that the appraisals needed before entering conservation easements would be conducted at a farm's highest and best use. The easement is forever, and TLC conducts annual monitoring to ensure the farm is being used for the purposes outlined in the easement. Ms. Clunan said farms can be sold, but the easement restrictions would remain in place and legal recourse would come into play if the restrictions were violated. There are state grant funds available to farmers through the NC Agriculture Development & Farmland Preservation Trust Fund; however, the State gives preference to applications with a local match from counties.

Chairman Smith called for a break at 8:07 p.m. for 10 minutes.

Conservation Easement PPT 2-17.pdf

Conservation Easement Policy - 2.11.25.pdf

VI. B E-Rate Letter of Agency

Library Services Director Beth List asked the Board to approve a letter of agency between Lee County and E-Rate Services, LLC that specializes in E-Rate applications and processes. This will allow the County to tap into available federal dollars and pay 15% instead of 100% of internet and telecommunications equipment costs for the new Library. Cindy Johnson with E-Rate Services was present to answer questions. Her fee is 2% of the dollar amount obtained for the project and only if the award is granted. Ms. Johnson noted that E-Rate funds can pay for fiber and UPS devices at the new Library. She provided a PowerPoint handout, which has been attached and incorporated into these minutes. Ms. Johnson noted that she has working with Lee County Schools for the last 28 years, but also works with other libraries and school systems across the State. We won't know the savings until bids come back in for the project.

County Manager Lisa Minter said Information Technology Director Kyle Edwards is also asking for chair authorization of agreements and bids in excess of \$50,000.

Motion: Approve the E-Rate Letter of Agency, authorize the County Manager to sign the letter with local E -Rate Services company, and authorize the agent to file any and all documents on behalf of Lee County for E-Rate services.

Mover: Taylor Vorbeck

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

Absent: 1 - Robert Reives

Motion Result: Passed

Motion: Approve authorizing the Chairman to sign off on any costs of excess of \$50,000.

Mover: Mark Lovick

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

Absent: 1 - Robert Reives

Motion Result: Passed

VII. MANAGERS' REPORTS

VII.A Monthly Financial Reports

Finance Director Candace Iceman presented the January 2025 monthly financial report and the November 2024 sales tax report.

January 2025 Monthly Financial Report.pdf

November 2024 Sales Tax Distribution.pdf

VII.B County Manager's Monthly Report

County Manager Lisa Minter provided her monthly manager's report for February, a copy of which is attached and incorporated into these minutes. She noted that staff is working on a joint meeting on March 19 with the Board of Commissioners and Board of Education. The Parks and Recreation department was recently recognized at the Recreation Resources Directors Conference and presented with the Parks and Recreation Trust Fund sign to display at Kiwanis Children's Park to educate the public on the grant funding. In The jail wastepipe project is moving forward and staff estimates it will cost \$100 per day per inmate to relocate the inmates.

County Managers Report - 02-17-2025.pdf

Parks and Rec Board Meeting Minutes_12-2024.pdf

PERMIT ISSUANCE REPORT- JANUARY 2025.pdf

Tax_Monthly Managers Report January 2025.pdf

TRC Agenda_February 2025.pdf

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 8:38 p.m.

Mover: Dr. Andre Knecht

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

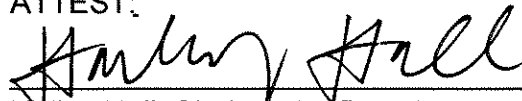
Absent: 1 - Robert Reives

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board

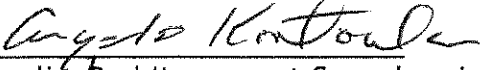


Swimming Pool Management Agreement
O.T. Sloan Park Pool 2025

This Agreement, between Carolina Pool Management-Greensboro, Inc. (the "Company") and Lee County Government-Parks and Recreation (the "Customer"), is to set the new fees for the 2025-2026 term of the Agreement. The Parties entered into an Agreement on March 18, 2024 and that Agreement allowed for a renewal for up to three years on the same terms and conditions in the 2024 Agreement. Both Parties agree to the following:

1. Both Parties agree to invoke the Extension of Contract from the Swimming Pool Management Agreement O.T. Sloan Park Pool 2024, signed on March 18, 2024, and agree to extend the contract until September 2, 2025.
2. Both Parties agree to the new payment schedule, as shown on Exhibit 1.
3. All other terms and conditions of the Contract from the Swimming Pool Management Agreement O.T. Sloan Park Pool 2024 remain in full force and effect.

Agreed to on this 17th day of February, 2025.


Carolina Pool Management-Greensboro Inc.


Kirk D. Smith
Chair, Lee County Board of Commissioners

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


Candace Herman
Finance Officer, Lee County



The Pool Management Group

Carolina Pool Management
Greensboro

SWIMMING POOL MANAGEMENT AGREEMENT

Horton Park Pool 2024

This Agreement, between **Carolina Pool Management – Greensboro, Inc.** (the “Company”) and **LEE COUNTY GOVERNMENT - PARKS & RECREATION** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pools located at, **(Horton Park Pool) 1515 Washington Avenue, Sanford, N.C. 27330**, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024**, for the **2024** Pool Year, extending through **September 2, 2024**.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. VALUE ADDED SERVICES. Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

5. PERSONNEL.

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within 24 hours.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

- (h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
- (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water.
 - (4) Vacuuming pool frequently enough that the pool is always clean.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse throughout the day.
 - (9) Cleaning swimming pool area.
 - (10) Emptying trash.
 - (11) Straightening deck furniture.
 - (12) Replenishing janitorial supplies in bathhouse.
 - (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.
- (i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. Company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Customer agrees to make pools "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment.
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.

- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.
- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by. Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At Customer's request, Company's designated Pool Manager shall meet with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

- (a) Clean and chemically balance pool to health department standards. Note: County is cleaning pool and is prepping pool for inspection. We will assist in inspection.
- (b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Permit Fee required by the health department.
- (b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. POOL OPERATION. Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.
*Monday	Closed
	12:30 p.m. to 5:30 p.m.
	(Memorial Day & Labor Day full operation)
*Tuesday	12:30 p.m. to 5:30 p.m.
*Wednesday	12:30 p.m. to 5:30 p.m.
*Thursday	12:30 p.m. to 5:30 p.m.
*Friday	12:30 p.m. to 5:30 p.m.

School Days Operation (August 12-September 2)

Monday through Friday	POOL CLOSED
Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.

(Horton) Pool Staff Overlap:

May 25 through August 11

Saturdays: (May 25 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (May 25 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays (Monday through Friday): (June 9 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

August 12 through September 2

School Day's (Monday through Friday): (August 12 - September 2) POOL CLOSED

Saturdays: (August 12 through September 2) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (August 12 through September 2) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool causing a disruption to the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (Horton Pool)**.

SAFETY BREAK or ADULT SWIM. Customer shall notify Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations. Note: Not realistic. Our supervisors make unannounced visits at a minimum of twice per week. This is to check up on staffing along with checking that staffing is keeping up with weekly maintenance. However, we can leave and also email supervisor visit form after each visit.

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. Amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.

9. **WADING POOLS.** The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING (If Applicable).** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 8 and Company will close the pool as

soon after that date as Company deems possible and no later than September 30th of each season . The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.

11. **WATER QUALITY.** Note: These are daily recorded multiple times a day in pool logbook Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. REPAIR WORK. During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer the option of performing repair or purchasing parts and/or materials directly.
- (c) For repair work or necessary equipment wherein the cost does not exceed \$175.00, the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.
- (d) Any work or equipment in excess of \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, Joseph Keel or Cindy Castle, or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. CHEMICALS AND SUPPLIES.

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (b) The following pool and janitorial supplies:

- Soap
- Disinfectant
- Paper towels
- Deodorizer
- Toilet tissue
- Correct size trash can liners for the pool area and bathrooms
- Glass cleaner

- (c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs
Algaecides	Clarifiers
Phosphate Removers	Cyanuric Removers

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

- (d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. OFF-SEASON SERVICE (not included in this contract) The Company shall perform the following services at the Customer's pool during the off-season:

- (a) Keep water pumped to correct level.
- (b) Maintain pool water chemistry.
- (c) Provide all chemicals to maintain pool water.

Customer to provide pool cover

At the Customer's request, the Company will walk-through with a representative of the Customer to confirm that:

- (a) The pool water is clear.
- (b) The pool water chemistry is balanced.
- (c) There is no biotic growth in the pool.

The time of such walk-through shall be scheduled to meet the Customer's needs.

15. INSTRUCTIONS. Swimming instruction may be provided by Company for Customer's members only. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid for instruction provided by Company's employee(s).

16. COMPANY'S INDEPENDENT CONTRACTOR STATUS. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. ACCESS AND UTILITIES. The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.

- (c) 110 volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company by in writing of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.
- (b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.
- (d) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to

Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

- (e) Refund or balance owed shall be paid within five (5) business days after termination.

21. MISCELLANEOUS.

- (a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are \$3.00 per person (Seniors \$1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM.

- (d) The pool will not be rented out for afterhours functions.

- (f) Senior Citizens (age 50+) will receive a discounted admission price of \$1.00.

22. PAYMENTS. The Company hereby proposes to perform the work and services set forth above for the price of **(Horton Pool) \$86,900.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

(a)	One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement.	\$869.00
(b)	Nine percent (9%) on or before April 1 of each year.	\$7,821.00
(c)	Fifteen percent (15%) on or before May 1 of each year.	\$13,035.00
(d)	Twenty-four percent (24%) on or before June 1 of each year.	\$20,856.00
(e)	Twenty-six percent (26%) on or before July 1 of each year.	\$22,594.00
(f)	Twenty percent (20%) on or before August 1 of each year.	\$17,380.00
(g)	Five percent (5%) on or before September 1 of each year.	\$4,345.00
	<u>TOTAL:</u>	\$86,900.00

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. **FEDERAL GRANT COMPLIANCE:** The Customer hereby requires the Company to account for and report on any revenues received during operational hours. Due to the utilization of Federal Funding to renovate the Horton Pool and Sanitation Facility, uniform guidance [2 C.F.R. § 200.307] requires reporting of program income earned from projects funded under the American Recovery Plan Act (ARPA). Reporting of program income is to be conducted from the start of this contract through any renewal contracts until the expiration of ARPA reporting requirements on December 31, 2026. Reporting requirements entail the following:

- a) **Projection of anticipated Program Income-** The Company shall identify the anticipated revenues for the upcoming operational hours of the Horton Pool. Due to federal funding involvement, the Board of Commissioners must obligate the federal dollars prior to expending the funds. Under the nature of this contract, the Company will keep revenues collected to offset the cost of the contract. For this reason, the Customer needs the help of the Company to identify the expected earnings to obligate prior to the pools official opening.
- b) **Program Income Tracking Methodology¹-** The Company shall provide a system in which patrons use of the pool is trackable that matches the reported revenues. Figures to support the reported revenues will be required.

- c) **Reporting Requirements-** The Company will provide the Customer with patron visits broken down by cost association. A record to prove patron participation will be required. E.g. an electronic printout of patron participation, or a sign in log sheet stating what patron is participating in to associate applicable costs. The Company must also provide the Customer with a report of revenues collected in the form of a general ledger or the like, to support the patron participation backup.
 - i. **Reports are due to the Customer no later than July 8, 2024 and September 1, 2024. The Customer will hold the last payment of the Company's until the program income report has been received.**
- d) **Site Audit-** The Company shall allow one unexpected site visit during the operational hours of Horton Pool Season. The unexpected site visit will be conducted by the Customer's Finance Department. The purpose of the audit is to ensure compliance of internal controls regarding the collection of information for patron participation.

25. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

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RECREATION DEPARTMENT:

Name: **Joseph Keel, Parks and Recreation Director**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter, County Manager**

-
- a) Example: # of adults, children, rentals, lessons, or group activities would be included with the applicable charges will be included in the back up to match the general ledger printout reporting the total revenues for the month.

Street: 408 Summit Drive

City: Sanford State: NC Zip: 27330

Telephone: (919) 718-4605 Ext. 1

Email: lminter@leecountync.gov

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City Sanford_ State NC Zip 27331

FACILITY INFORMATION:

Name: Horton Park Pool

Street: 1515 Washington Ave.

City: Sanford State: NC Zip: 27330

Telephone (919) _____

26. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires not to renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

27. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.

29. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

30. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

31. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

32. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

33. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable.

36. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS**. If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

37. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause**. Company 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 Company 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 Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify**. The Company 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.

39. **Divestment from companies that boycott Israel**. Company 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.

39. **Iran Divestment Act Certification**. The Company certifies that the Company 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 Company 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.

40. **Non-Discrimination in Employment**. The Company will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Company 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 Company may be declared ineligible for further contracts with the County.

Carolina Pool Management – Greensboro, Inc.

By: Angelo Kontoulas 1-15-24

Officer

Lee County Government Representative

By: [Signature]

Title of Officer: BOARD CHAIRMAN

Attest: [Signature]

Title of Officer: CLERK to the Board

Date: 3-18-2024

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

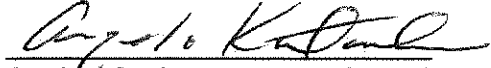
[Signature]
Finance Officer, Lee County

Swimming Pool Management Agreement
Horton Park Pool 2025

This Agreement, between Carolina Pool Management-Greensboro, Inc. (the "Company") and Lee County Government-Parks and Recreation (the "Customer"), is to set the new fees for the 2025-2026 term of the Agreement. The Parties entered into an Agreement on March 18, 2024 and that Agreement allowed for a renewal for up to three years on the same terms and conditions in the 2024 Agreement. Both Parties agree to the following:

1. Both Parties agree to invoke the Extension of Contract from the Swimming Pool Management Agreement Horton Park Pool 2024, signed on March 18, 2024, and agree to extend the contract until September 2, 2025.
2. Both Parties agree to the new payment schedule, as shown on Exhibit 1.
3. All other terms and conditions of the Contract from the Swimming Pool Management Agreement Horton Park Pool 2024 remain in full force and effect.

Agreed to on this 17th day of February, 2025.



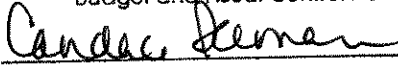
Carolina Pool Management-Greensboro Inc.



Kirk D. Smith

Chair, Lee County Board of Commissioners

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



Finance Officer, Lee County



The Pool Management Group

Carolina Pool Management
Greensboro

SWIMMING POOL MANAGEMENT AGREEMENT

O.T. Sloan Park Pool Only 2024 (B)

This Agreement, between **Carolina Pool Management – Greensboro, Inc.** (the “Company”) and **LEE COUNTY GOVERNMENT - PARKS & RECREATION** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pools located at, **(O.T. Sloan)1420 Bragg Street, Sanford, N.C. 27330**, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE**. This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024**, for the **2024** Pool Year, extending through **September 2, 2024**.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL**. Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY**. The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. VALUE ADDED SERVICES. Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

5. PERSONNEL.

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within 24 hours.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

- (h) Whereas Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
- (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water.
 - (4) Vacuuming pool frequently enough that the pool is always clean.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse throughout the day.
 - (9) Cleaning swimming pool area.
 - (10) Emptying trash.
 - (11) Straightening deck furniture.
 - (12) Replenishing janitorial supplies in bathhouse.
 - (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.
- (i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY.** The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require the Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

The company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. The company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Customer agrees to make pools "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment.
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.

- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.
- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by.

Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At the Customer's request, the Company's designated Pool Manager shall meet with the Customer's representative prior to opening day. The Pool Manager and all lifeguards, if feasible, will meet with the Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. The customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

(a) Clean and chemically balance pool to health department standards. Note per CPM: County is cleaning pool and prepping pool for inspection. CPM will assist with inspection.

- (b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Permit Fee required by the health department.
- (b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment, and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. POOL OPERATION. Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.
*Monday	Closed
	12:30 p.m. to 5:30 p.m.
	(Memorial Day & Labor Day full operation)
*Tuesday	12:30 p.m. to 5:30 p.m.
*Wednesday	12:30 p.m. to 5:30 p.m.
*Thursday	12:30 p.m. to 5:30 p.m.
*Friday	12:30 p.m. to 5:30 p.m.

School Days Operation (August 12-September 2)

Monday through Friday POOL CLOSED

Saturday	12:30 p.m. to 5:30 p.m.
Sunday	12:30 p.m. to 5:30 p.m.

(O.T. SLOAN) Pool Staff Overlap:

Saturdays: (May 25 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (May 25 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays: (June 9 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

School Day (Monday through Friday): (August 12 – September 2) POOL CLOSED

Saturdays: (August 12 through September 2) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (August 12 through September 2) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool outside of the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (O.T. Sloan Pool)**.

SAFETY BREAK or ADULT SWIM. Customers shall notify the Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by the Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as a part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff are available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify the Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.

WADING POOLS. (N/A) The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. CLOSING (If Applicable). The pool will be considered closed to swimmers at the end of the day on the last day of operation as specified in Section 8 and the Company will close the

pool as soon after that date as the Company deems possible and no later than September 30th of each season. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. The company will repair any freeze damage at the Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.

11. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK.** During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that the Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, the Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s). Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by the Company shall be paid for by the Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer option of performing repair or purchasing parts and/or materials directly.
- (c) For repair work or necessary equipment wherein, the cost does not exceed \$175.00, the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.
- (d) Any work or equipment more than \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, Joseph Keel or Cindy Castle, or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. CHEMICALS AND SUPPLIES.

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (b) The following pool and janitorial supplies:

- Soap
- Disinfectant
- Paper towels
- Deodorizer
- Toilet tissue
- Correct size trash can liners for the pool area and bathrooms
- Glass cleaner

- (c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs
Algaecides	Clarifiers
Phosphate Removers	Cyanuric Removers

For the Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

- (d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. **OFF-SEASON SERVICE (not included in this contract).** The Company shall perform the following services at the Customer's pool during the off-season:

- (a) Keep water pumped to correct level.
- (b) Maintain pool water chemistry.
- (c) Provide all chemicals to maintain pool water.

Customer to provide pool cover.

At the Customer's request, the Company will do a walk-through with a representative of the Customer to confirm that:

- (a) The pool water is clear.
- (b) The pool water chemistry is balanced.
- (c) There is no biotic growth in the pool.

The time of such a walk-through shall be scheduled to meet the Customer's needs.

15. **INSTRUCTIONS.** Swimming instruction may be provided by the Company for Customer's members only. Instructions shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between the individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. The company shall be entitled to all fees paid for instruction provided by the Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS.** The company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site, and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. The company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.

- (c) 110-volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE.** The customer shall be responsible for providing an operational telephone (not a pay phone) accessible to the Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Company shall notify customer immediately in writing when the pool is closed during the normal operating schedule. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company in writing of any problem regarding performance as detailed in this Agreement. The company shall have 48 hours following notification to remedy the stated violation of contract.
- (b) If the Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.
- (c) In the event that the Customer terminates the contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be

subtracted from the total amount of the contract price paid to the Company by the Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled, or the remaining balance owed to the Company.

(d) Refund or balance owed shall be paid within five (5) business days after termination. 21.

MISCELLANEOUS.

(a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are \$3.00 per person (Seniors \$1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM. Water aerobics will be run by Lee County and responsible for collecting fees. CPM will provide (1) lifeguard per class. Lifeguard cost is included in the contract.

(d) The pool will not be rented out for afterhours functions.

(f) Senior Citizens (age 50+) will receive a discounted admission price of \$1.00.

(g) Swim Team Lane rentals will be handled by CPM. CPM will receive all revenues. CPM will provide (1) lifeguard per practice. Lifeguard cost is included in the contract.

23. **PAYMENTS.** The Company hereby proposes to perform the work and services set forth above for the price of **(OT Sloan Pool)** \$152,000.00 to the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

- | | | |
|-----|---|-------------|
| (a) | One percent (1%) upon signing of Agreement
or the annual renewal date of this Agreement. | \$1,520.00 |
| (b) | Nine percent (9%) on or before April 1
of each year. | \$13,680.00 |
| (c) | Fifteen percent (15%) on or before May 1
of each year. | \$22,800.00 |
| (d) | Twenty-four percent (24%) on or before June 1
of each year. | \$36,480.00 |
| (e) | Twenty-six percent (26%) on or before July 1
of each year. | \$39,520.00 |

(f)	Twenty percent (20%) on or before August 1 of each year.	\$30,400.00
(g)	Five percent (5%) on or before September 10 of each year.	\$7,600.00
<u>TOTAL:</u>		<u>\$152,000.00</u>

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. The customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

RECREATION DEPARTMENT:

Name: **Joseph Keel**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter**

Street: **408 Summit Drive**

City: **Sanford** State: **NC** Zip: **27330**

Telephone: **(919) 718-4605 Ext. 5508**

Email: **lminter@leecountync.gov**

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City: Sanford State: NC Zip: 27331

FACILITY INFORMATION:

Name: **O.T. Sloan Pool**

Street: **1420 Bragg Street**

City: **Sanford** State: **NC** Zip: **27330**

Telephone **(919) 776-9831**

25. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires to not renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.

27. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty

hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

28. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

29. **ENTIRE AGREEMENT. MODIFICATION. BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors, and assigns.

30. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to all other provided at law or in equity.

31. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

32. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. **THE COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

36. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause.** Company 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 Company 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 Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify.** The Company 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.

39. **Divestment from companies that boycott Israel.** Company 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.

39. **Iran Divestment Act Certification.** The Company certifies that the Company 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 Company 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.

40. **Non-Discrimination in Employment.** The Company will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Company 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 Company may be declared ineligible for further contracts with the County.

Carolina Pool Management – Greensboro, Inc.

By: **Angelo Kontonias 2-12-24**

Officer

Lee County Government Representative

By: *[Signature]*
Title of Officer: Board Chairman

Attest: *[Signature]*
Title of Officer: Clerk to the Board

Date: 3-19-2024



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

[Signature]

Finance Officer, Lee County

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 02/17/25/13

DATE: February 17, 2025

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance Appropriated	1100-3990-39900	Fund Balance Appropriated	9,335,828	14,198	9,350,026
				<u>14,198</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Misc Expense	1100-9800-49515	Transfer to Gen Government SR fund	-	326,384	326,384
Misc Expense	1100-9800-49525	Transfer to Mckinsey Opioid	-	38,596	38,596
		TOTAL CHANGES		<u>364,980</u>	

SECTION III. THE FOLLOWING GENERAL FUND (1100) *EXPENSE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Resources	1100-4125-43100	Professional Services	5,600	5,600	-
Finance	1100-4130-41200	Salaries and Wages	510,171	27,859	482,312
Community Support Services	1100-4151-43310	Maintenance to Vehicle	1,901	1,601	300
Community Support Services	1100-4151-44830	Mckinsey Funds Expense	38,596	38,596	-
Social Services	1100-5313-47412	Kinship Placement	103,184	76,963	26,221
HS State Grant	1100-5817-48389	Non-recurring State Grants	200,164	200,163	1
		TOTAL CHANGES		<u>350,782</u>	

SECTION IV. THE FOLLOWING GENERAL GOVERNMENT STATE REV FUND (2117) *REVENUE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Other Revenue	2117-3930-39700	Transfer from General Fund	-	326,384	326,384
		TOTAL CHANGES		<u>326,384</u>	

SECTION V. THE FOLLOWING GENERAL GOVERNMENT STATE REV FUND (2117) *EXPENSE INCREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Human Resources	2117-4125-43100	Professional Services	-	5,600	5,600
Finance	2117-4130-41200	Salaries and Wages	-	42,057	42,057
Community Support Services	2117-4151-43310	Maintenance to Vehicle	-	1,601	1,601
Sheriff's Office	2117-4310-43310	Maintenance to Vehicle	-	163	163
Social Services	2117-5313-47412	Kinship Placement	-	76,963	76,963
HS Non-Profit	2117-5815-48340	Boys and Girls Club	-	100,000	100,000
Senior Services	2117-5826-48389	Non Recurring State Grants	-	100,000	100,000
		TOTAL CHANGES		<u>326,384</u>	

SECTION VI. THE FOLLOWING MCKINSEY FUND (2118) REVENUE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid	2118-3930-39700	Other Revenue	-	38,596	38,596
TOTAL CHANGES				<u>38,596</u>	

SECTION VII. THE FOLLOWING MCKINSEY FUND (2118) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Mckinsey Opioid	2118-4151-44830	McKinsey Funds Expense	-	38,596	38,596
TOTAL CHANGES				<u>38,596</u>	

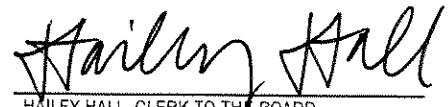
SECTION VIII. THE FOLLOWING LIBRARY PROJECT FUND (4841) REVENUE INCREASES ARE HEREBY APPROVED:

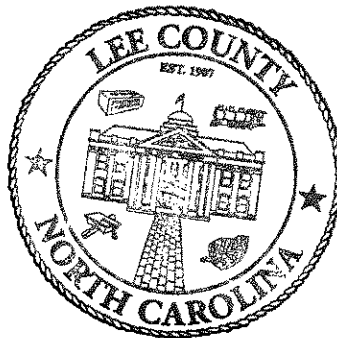
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Library	4841-3930-35090	Gifts	-	34,000	34,000
TOTAL CHANGES				<u>34,000</u>	

SECTION IX. THE FOLLOWING LIBRARY PROJECT FUND (4841) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Library	4841-8100-46300	General Construction	19,057,090	34,000	19,091,090
TOTAL CHANGES				<u>34,000</u>	


KIRK SMITH, CHAIR


HAILEY HALL, CLERK TO THE BOARD





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

Vendor: Dormakaba

Item: AUTOMATIC SWING DOOR OPERATOR REPLACEMENTS AT THE ENRICHMENT CTR

Estimated expenditure for the above item: \$ 6727.54

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

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

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


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


Department

02-07-2025

Date



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

Vendor: Dail Mechanical

Item: COOLING COIL REPLACEMENT FOR ROOFTOP HVAC UNIT AT THE DAYMARK BUILDING

Estimated expenditure for the above item: \$ 24,390.00

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

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

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


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


Department

02-07-2025

Date

Resolution Rescinding the Previously Adopted
Resolution Approving a Brand Specific Chiller for the
Lee County Courthouse Chiller Replacement Project

Whereas, the Board adopted a Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project at its January 6, 2025; and

Whereas, upon further review with the engineer, it has been determined it is in the best interest of the County if the Board rescinds the Resolution Approving a Brand Specific Chiller for the Chiller Replacement Project and allow the bid to move forward without the brand specific information;

Whereas, this first chiller will be replaced in this fiscal year and the second chiller will be replaced in the next fiscal year, and therefore, it does not seem to be necessary to designate the brand name at this time.

Now, Therefore Be it Resolved by the Board of Commissioners, the following:

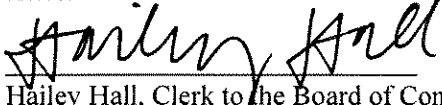
1. The Resolution Approving a Brand Specific Chiller for the Lee County Courthouse Chiller Replacement Project adopted at its January 6, 2025 meeting, be rescinded.
2. The preparation of bid documents for the chiller at the Lee County courthouse move forward without the brand specific requirements.

Adopted this the 17th day of February, 2025.


Kirk D. Smith

Chair, Lee County Board of Commissioners

Attest:


Hailey Hall, Clerk to the Board of Commissioners



**COUNTY OF LEE, NORTH CAROLINA
FY24 COMMUNITY DEVELOPMENT BLOCK GRANT
GRANT PROJECT ORDINANCE**

BE IT ORDAINED by the Lee County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is the Community Development Block Grant Neighborhood Revitalization Program (Grant #23-C-4168) described in the work statement contained in the Grant Agreement between Lee County and the North Carolina Department of Commerce, Rural Economic Development Division. The project consists of rehabilitation or reconstruction of existing single-family, low to moderate income homes located within Lee County.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Commerce, Rural Economic Development Division, and the budget contained herein.

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

Community Development Block Grant	\$950,000
Total	\$950,000

Section 4: The following amounts are appropriated for the project:

Rehabilitation of Privately Owned Dwellings	\$855,000
Administration	\$ 95,000
Total	\$950,000

Section 5: The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements in accordance with Federal and State Regulations.

Section 6: Funds will be requisitioned from the State after submission of documentation to the County. Disbursement of funds will be made by the County upon actual receipt of CDBG funds from the State. Compliance with all federal and state procurement regulations is required.

Section 7: The Finance Officer is hereby directed to report to the governing board on a quarterly basis on the financial status of each project element and on the total revenues received or claimed. Additionally, the Finance Department will maintain records and financial documents for five years after all funds have been expended or returned.

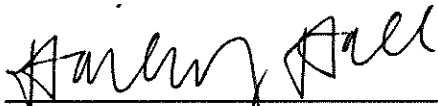
Section 8: Copies of this grant project ordinance shall be furnished to the Finance Officer and to the Clerk of the Board.

ADOPTED this 17th day of February, 2025.



Kirk Smith, Chairman

Attest:



Hailey Hall, Clerk to the Board





**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Grant Agreement

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program

This grant agreement for the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and **Lee County**, on this 15th day of January 2025.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide **Lee County** the ("Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient.

The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means **Lee County**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of **\$950,000.00** except as modified.

- (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
 - (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the

Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to

DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found on the DOC website at www.commerce.nc.gov.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness. Recipients cannot conduct any program activities until REDD issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.
21. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
 - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
 - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 C.F.R. Part 200 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its

officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to, and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in

4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

- c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
 - d. North Carolina Building Code. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Valerie Fegans, CDBG Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons

or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

30. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (4/15/2025) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (4/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (6/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (10/15/2027).**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
 - **Environmental – 4 months (5/15/2025)**
 - **Equal Employment and Procurement Plan – 4 months (5/15/2025)**
 - **Fair Housing Plan – 4 months (5/15/2025)**
 - **Section 3 Plan – 4 months (5/15/2025)**
 - **Section 504 Plan – 4 months (5/15/2025)**
 - **Language Access Plan – 4 months (5/15/2025)**
 - **Analysis of Impediments- 4 months (5/15/2025)**
 - **Request for Release of Funds – 5 months (6/15/2025)**
- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Department of Commerce

Date: 01/15/2025

☒ By: Valerie Fegans
Valerie Fegans
CDBG Director
Rural Economic Development Division

Date: 02/17/2025

LEE COUNTY
Name of Recipient
☒ By: Kim D. Smither
Signature of Authorized Official

LEE COUNTY COMMISSION CHAIRMAN
(Title)



Community Development Block Grant Neighborhood Revitalization Program Funding Approval

1. Name and Address of Recipient

Lee County
408 Summit Drive
Sanford, NC 27331

2. Grant Number and Funding Approval Date

Grant Number: **23-C-4168**
Date of Original Funding Approval: 1/15/25
Date of Amended Funding Approval:

3. Approved Projects

Approved Amount

Lee County CDBG NR Project

\$950,000.00

Total Grant Award

\$950,000.00

4. Funding Approval Conditions

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

D. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

E. Citizen Participation Condition:

No funds may be obligated or expended in any project activity except for the administration activity until REDD is provided with the following documentation of compliance with citizen participation requirements in the application process [4NCA 19L.1002(b)]: publisher's affidavits of notices for and certified minutes signed by the county clerk of the two required public hearings.

F. Build America, Buy America (BABA) Act Condition:

No funds may be obligated or expended in any project activity except for the administration activity, if applicable, until the recipient provides a statement to REDD on its letterhead acknowledging awareness of the Build America, Buy America requirements for CDBG grants.

G. Work-Write-up Condition:

No funds may be obligated or expended in any project activity except for administration until REDD is provided with a written acknowledgement signed by the CEO that work writeups on all selected units to REDD prior to the rehabilitation of the units.

5. Signature of Authorized Official

Valerie Fegans

Name

Valerie Fegans

1/15/2025

Date

CDBG Director

Title

6. Signature of Authorized Local Official

David Smith

Name

02/17/2025

Date

LEE COUNTY BOARD CHAIRMAN

Title



Community Development Block Grant Neighborhood Revitalization Program

Funding Approval

1. Name and Address of Recipient

Lee County
408 Summit Drive
Sanford, NC 27331

2. Grant Number and Funding Approval Date

Grant Number: **23-C-4168**
Date of Original Funding Approval: 1/15/25
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3. Approved Projects

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Lee County CDBG NR Project

\$950,000.00

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B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

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No funds may be obligated or expended in any project activity except for the administration activity, if applicable, until the recipient provides a statement to REDD on its letterhead acknowledging awareness of the Build America, Buy America requirements for CDBG grants.

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No funds may be obligated or expended in any project activity except for administration until REDD is provided with a written acknowledgement signed by the CEO that work writeups on all selected units to REDD prior to the rehabilitation of the units.

5. Signature of Authorized Official

Valerie Fegans

Name

Valerie Fegans

1/15/2025

Date

CDBG Director

Title

6. Signature of Authorized Local Official

Tim D. Smith

Name

02/17/2025

Date

LEE COUNTY BOARD CHAIRMAN

Title



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Grant Agreement

Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program

This grant agreement for the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and **Lee County**, on this 15th day of January 2025.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide **Lee County** the ("Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient.

The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means **Lee County**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of **\$950,000.00** except as modified.

- (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
 - (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the Rural Economic Development Division (REDD) Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
 3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to **DOC** for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the

Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for with whom they have family or business ties, during their tenure or for one year thereafter

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to

DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found on the DOC website at www.commerce.nc.gov.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness. Recipients cannot conduct any program activities until REDD issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.
21. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
 - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
 - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 C.F.R. Part 200 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its

officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to, and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in

4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

- c. Americans with Disabilities Act [“ADA”] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
- d. North Carolina Building Code. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

- 24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
- 25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
- 26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
- 27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
- 28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Valerie Fegans, CDBG Director, Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division [“REDD”] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.
- 29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons

or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

30. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (4/15/2025) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (4/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (6/15/2027) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (10/15/2027).**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
 - **Environmental – 4 months (5/15/2025)**
 - **Equal Employment and Procurement Plan – 4 months (5/15/2025)**
 - **Fair Housing Plan – 4 months (5/15/2025)**
 - **Section 3 Plan – 4 months (5/15/2025)**
 - **Section 504 Plan – 4 months (5/15/2025)**
 - **Language Access Plan – 4 months (5/15/2025)**
 - **Analysis of Impediments- 4 months (5/15/2025)**
 - **Request for Release of Funds – 5 months (6/15/2025)**
- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Department of Commerce

Date: 01/15/2025

☒ By: Valerie Fegans
Valerie Fegans
CDBG Director
Rural Economic Development Division

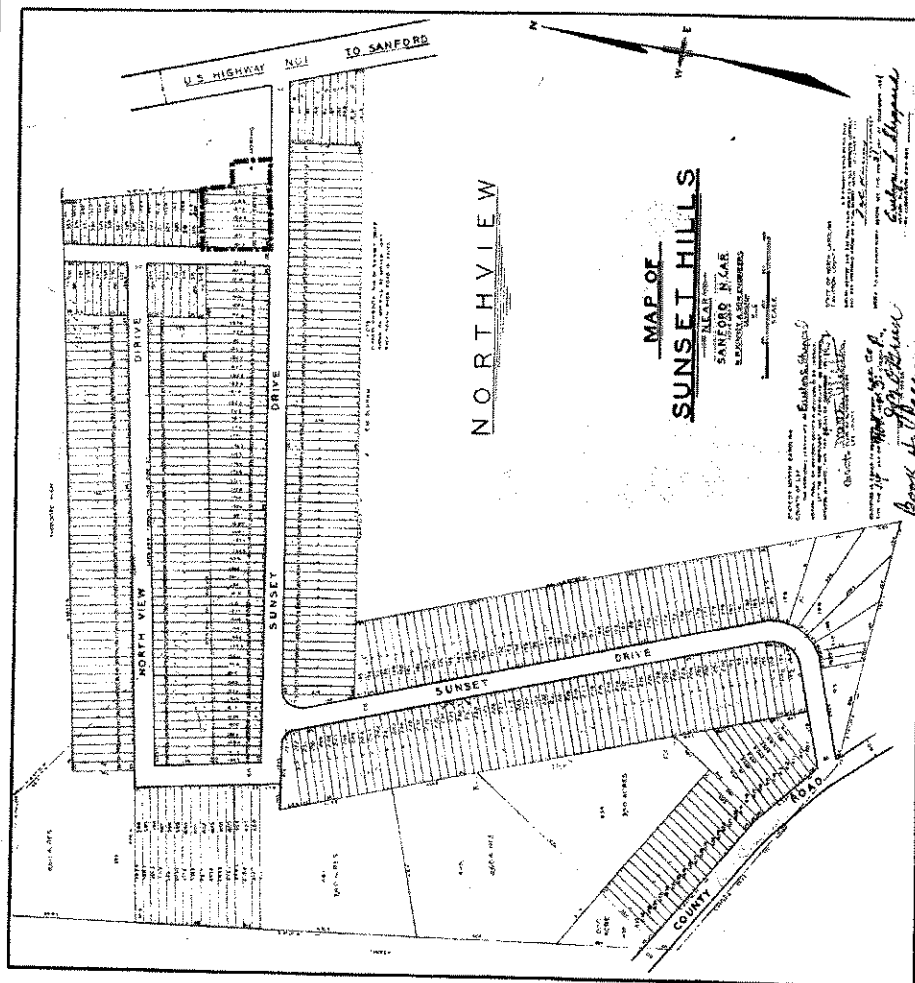
Date: 02/17/2025

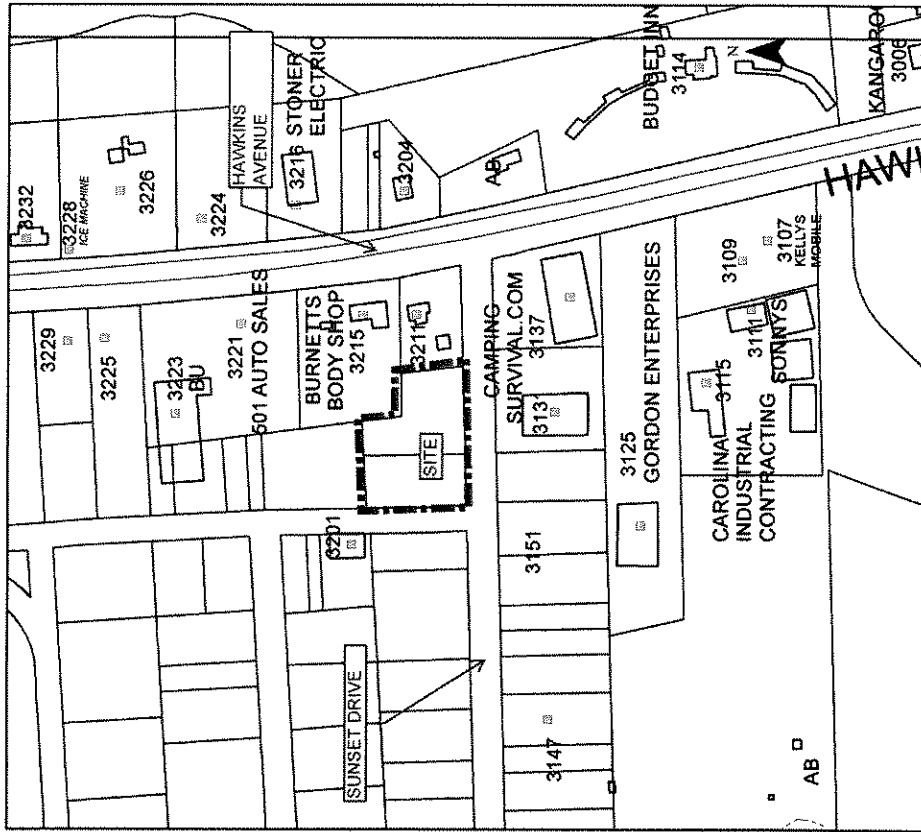
LEE COUNTY
Name of Recipient

☒ By: Kim D. Smith
Signature of Authorized Official

LEE COUNTY CHAIRMAN
(Title)

[illegible]

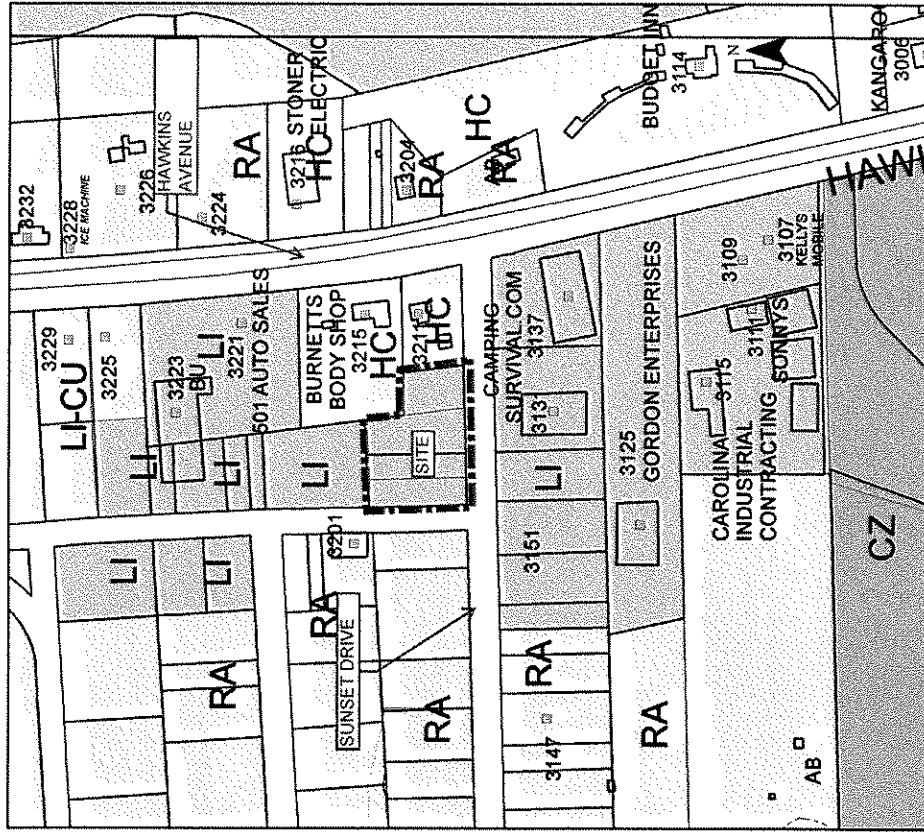




REZONING APPLICATION Rezone 1.04 acres off of Sunset Drive via Hawkins Avenue from Light Industrial (LI) to Residential Agricultural (RA).

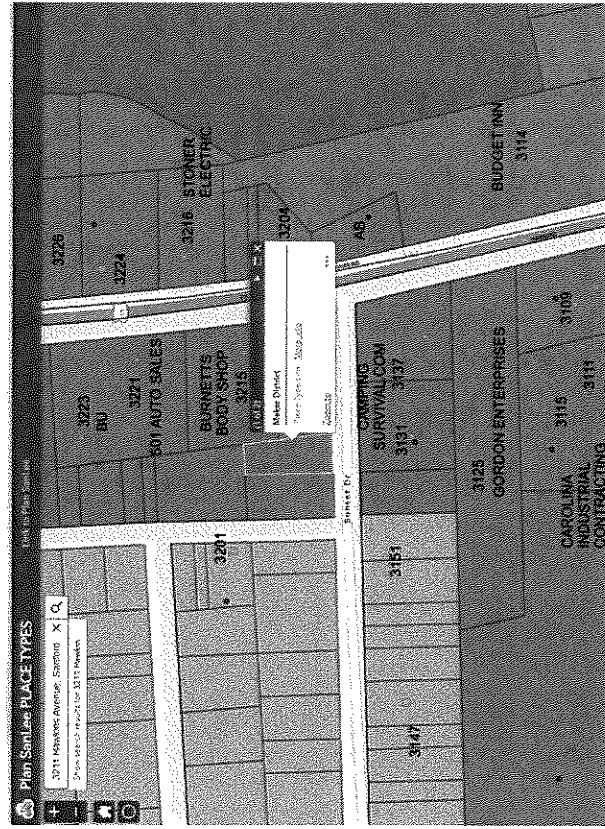
This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.





REZONING APPLICATION
Rezone 1.04 acres off of Sunset Drive via Hawkins Avenue
from Light Industrial (LI) to Residential Agricultural (RA).

This is a graphic illustration and not a legal document.
 All information is comprised of layers of data that may or may not align correctly.





MAKER DISTRICT

- ✓ Wide range of small scale light industrial uses
- ✓ Manufacturing activity uses previously prepared materials, products or parts - may include processing, fabrication, assembly, packaging, incidental storage, sales, and distribution; not industrial processing

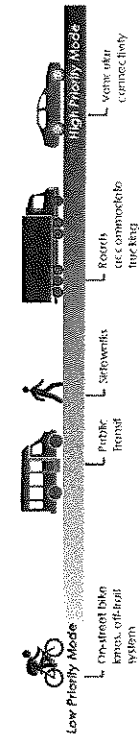
Local Example - Lee Ave. / Rand St. Area in Jonesboro



LAND USE



TRANSPORTATION



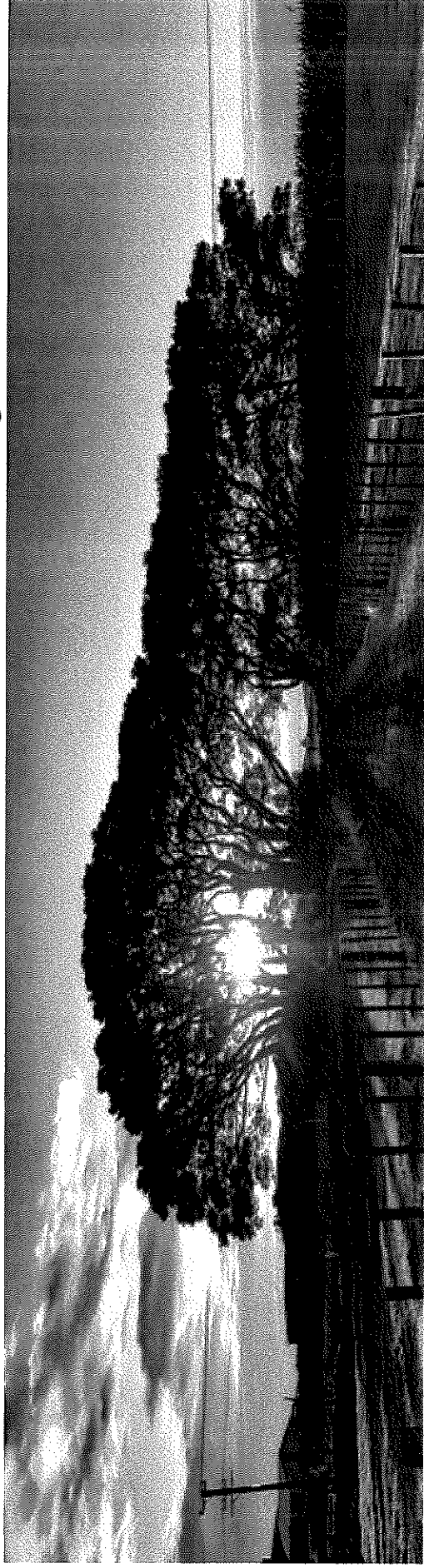
CONTEXT



ZONING



Proposed Farmland Preservation Initiatives for Lee County



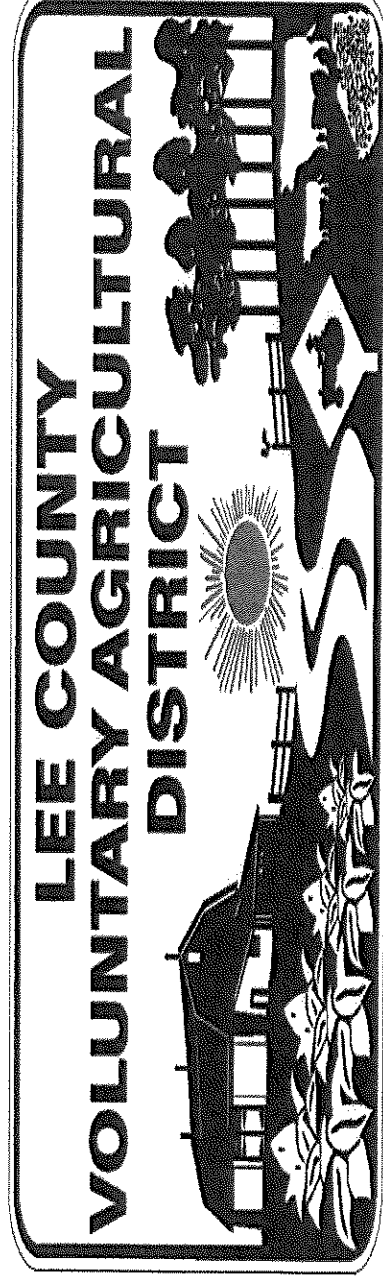
Ensuring the future of agriculture in Lee County
through proactive land use planning and public
investment

Farmland Preservation Initiatives

- Agricultural Development and Farmland Preservation Ordinance Revisions
- Proposed Conservation Easement Policy Using “Roll Back Taxes” from land coming out of Present Use Value (PUV) toward Conservation Easement projects

Agricultural Development and Farmland Preservation Ordinance Revisions

- Primarily focuses on Voluntary Agricultural Districts (VAD and Enhanced Voluntary Agricultural Districts (EVAD). These programs enhance agricultural awareness in the county and provide a level of nuisance protection for the farmer
- Most significant revisions to the ordinance include elimination of board required “membership by district”, addition of the EVAD program and a reduction of the minimum acreage required for membership in the program



Agricultural Development and Farmland Preservation Ordinance Revisions (Continued)

- Elimination of board required “membership by district”. This allows a larger pool of potential board members to select from across the county
- Addition of the Enhanced Voluntary Agricultural District (EVAD) program. **EVAD requires a 10-year irrevocable agreement.** Landowners participating in EVAD may receive up to 25 percent of gross sales from the sale of non-farm products and still qualify as a bona fide farm, are eligible to receive the higher percentage of agricultural cost-share program dollars and are given higher priority for grants from state departments and institution
- Reduction of the minimum acreage requirement from 5 acres of horticultural use to “1 acre of land in production for horticultural or agricultural purposes used for bona fide farm purposes as that term is defined in N.C. Gen. Stat. § 160D-903”.

Conservation Easement Policy Overview



What is a Conservation Easement?

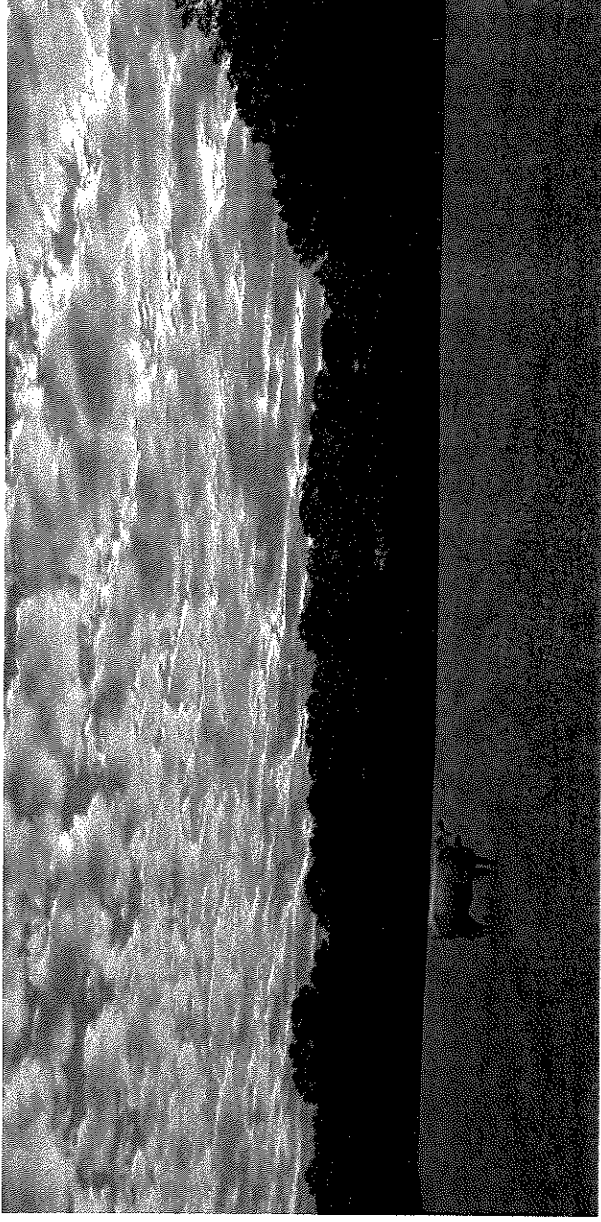
Conservation easements offer landowners a voluntary way to protect their land while potentially receiving financial and tax benefits.

Conservation easements are a legal agreement between a landowner and a qualified organization (like a land trust or government agency) that permanently limits the future use of the land to protect its conservation values. Landowners retain ownership but give up certain development rights and easement agreements can be tailored to the specific property and conservation goals of the landowner

Benefits of a Lee County Conservation Easement Policy

- Easements can help reduce development pressure on County resources and infrastructure
- Provide a valuable asset and tool for County land use planning
- Can foster meaningful partnerships between the County, landowners, and conservation organizations
- Help establish a standard procedure for landowners seeking financial support for a conservation easement project through the County

Using Rollback Taxes from Land Coming out of Present Use Value (PUV) for Conservation Easement Projects



Proposed Funding Source for Conservation Easements:
Allocation of PUV Rollback Tax Dollars

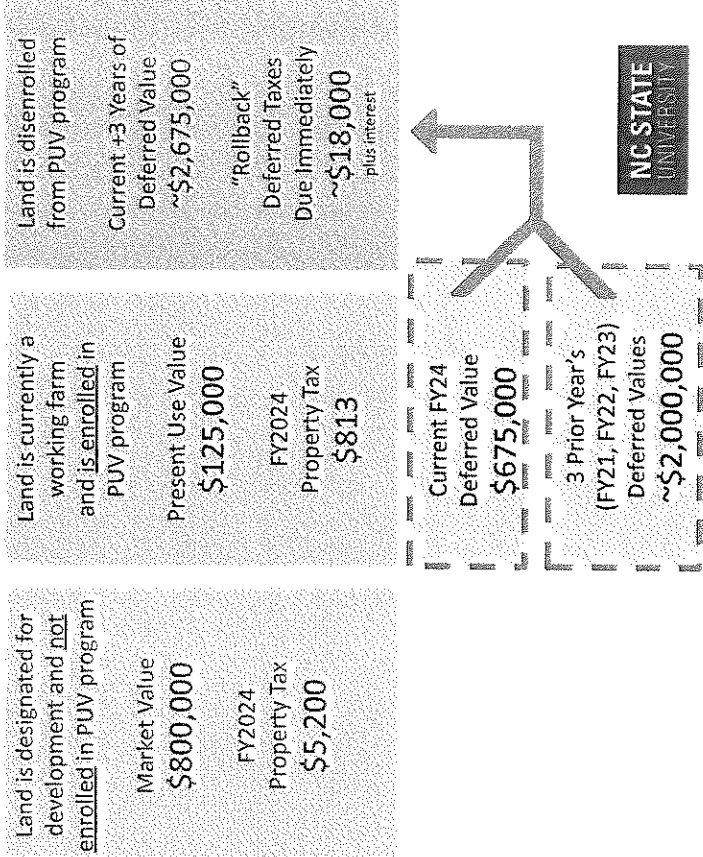
What is PUV?

Property that qualifies for present-use value classification or PUV, is appraised at its present-use value, rather than its market value.

Present-use value is usually much less than market value and qualifying tracts are appraised at this lower value. The tax office also establishes a market value for the land, and the difference between the market value and the present-use value is maintained in the tax assessment records as deferred taxes.

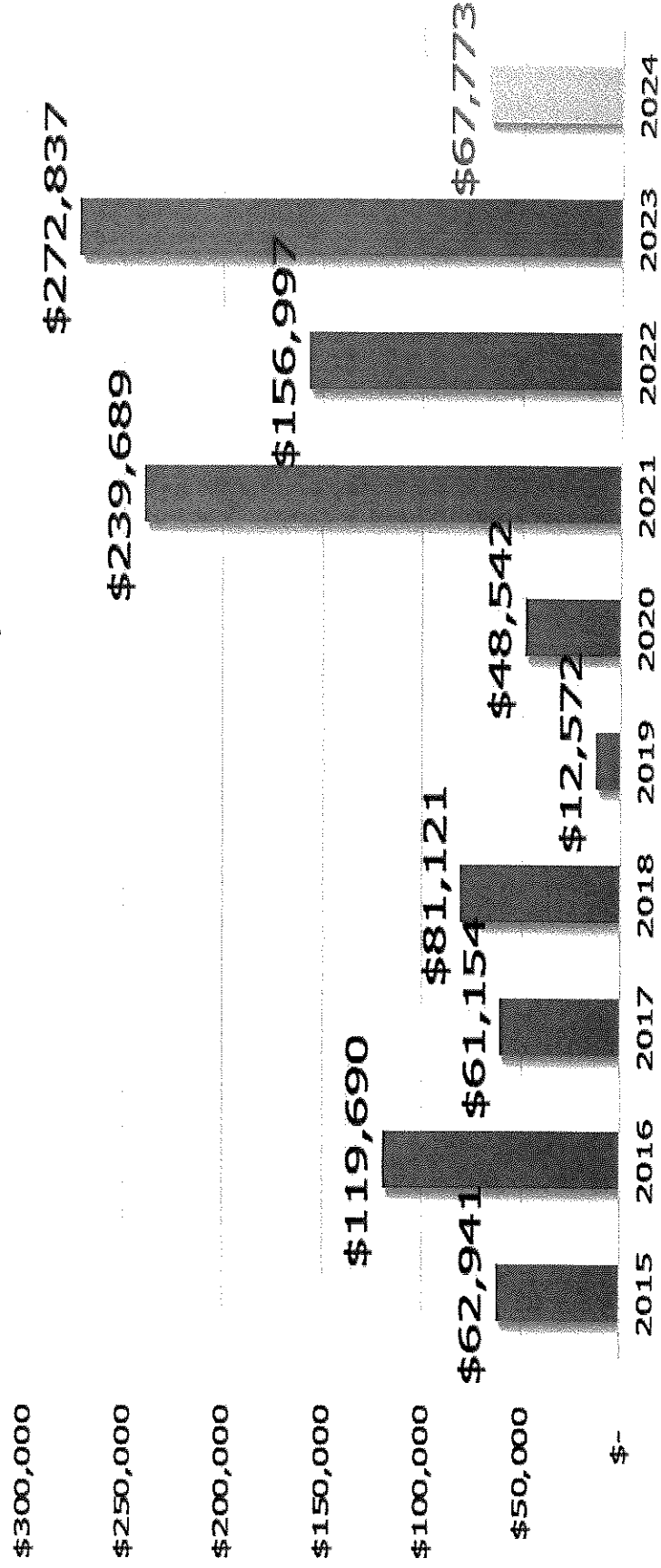
When land becomes disqualified from the present-use value program, the deferred "rollback" taxes for the current year and the three previous years with accrued interest, will usually become due and payable.

Ex: Appraised Land Value
\$800,000



Rollback Taxes Collected FY15-FY24

Data Courtesy of the Lee County Tax Office



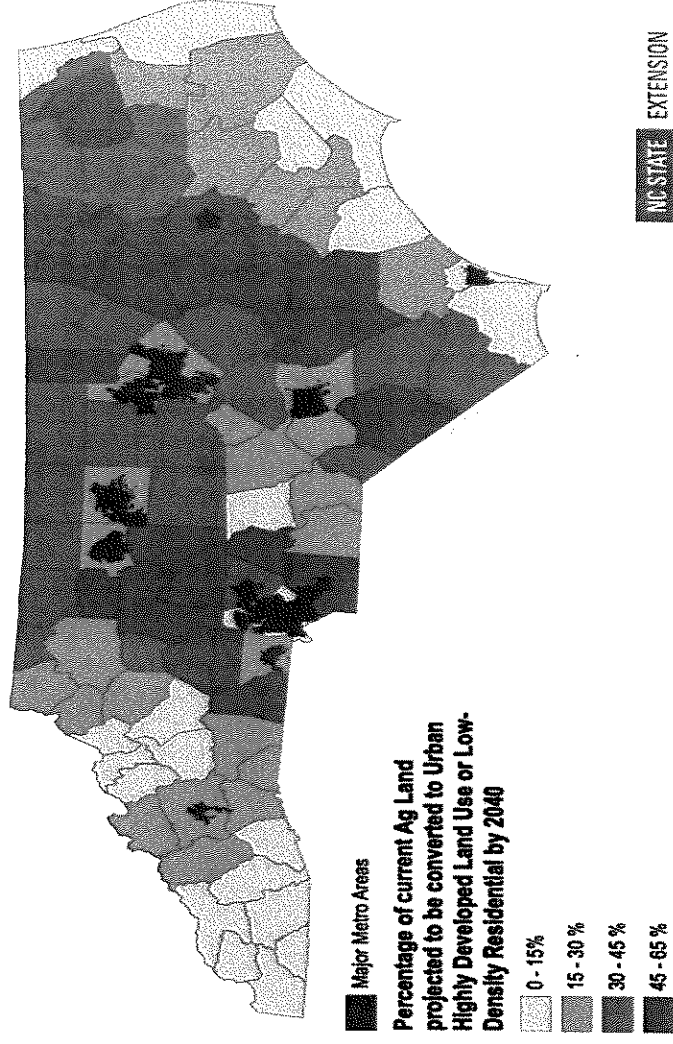
Predicting Rollback Taxes

It is not possible to determine with certainty which landowners might sell their land and/or remove it from the PUV program. The rollback tax only takes effect once the current or new landowner officially withdraws the land from the PUV program.

It is evident, though, that Lee County continues to grow at a pace that will threaten the working lands of the County.

By allocating future rollback taxes into a protected fund, we would be capitalizing on this growth to protect our working lands, no matter the total of rollback taxes. If successful, we should begin to see decreases in the annual amount of rollback taxes due to more sustainable development.

Projected Farmland Loss, 2016 - 2040



Source: American Farmland Trust: Farms Under Threat 2040 Report

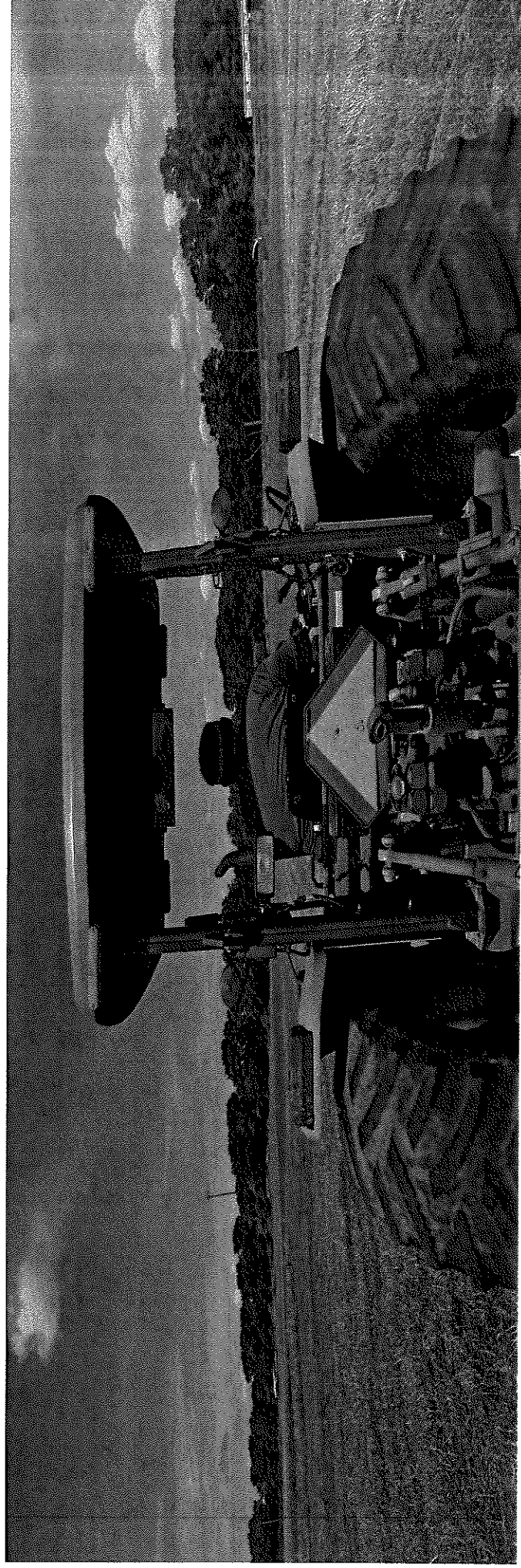
How Could Roll Back Taxes Benefit Conservation Easement Projects?

- Provide a landmark local investment in protecting agricultural lands
- Directly reinvest funds from lost farmland into existing farms
- Provide funding to farmers that could make or break a potential project
- Allows more flexible options for funding needs: May be used to help cover costs that grants may not always cover (appraisals, surveys, etc.)
- Opens opportunities to leverage significant state and federal funds through competitive grant programs. Typically used as matching funds or transaction costs on competitive state or federal grants, transaction costs on donated easements
- Can be spread across more projects a number of projects each year





Thank You for Your Commitment to Preserving Local Farmland





P.O. Box 987
Sanford, NC 27331

Cindy Johnson
cindyjohnson@erateservices.com
919-353-1723

E-rate Services, LLC, Letter of Agency

E-rate Funding Year 2025 and Forward

I hereby authorize **E-rate Services, LLC**, to submit all FCC E-rate forms, and to act on our behalf on all matters related to the E-rate Funding Years 2025 and forward. I understand that, in submitting these forms on our behalf, you are making certifications for our organization. By signing this Letter of Agency, I make the following certifications:

- (a) All libraries in our system are eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996 and do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) Our libraries have secured access, separately or through this program, to the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively.
- (c) Services the library purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission.
- (d) We will consider all bids submitted for E-rate services and will select the most cost effective one for our organization. Price will be given the greatest consideration.
- (e) Our libraries have complied with all program rules and we acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. We acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) Required documents will be retained for a period of at least ten years after the last day of service delivered. However, documents may be retained for a greater period than this and all document storage will follow North Carolina Record retention law.
- (h) To the best of my knowledge, the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that nothing of value was received as a gift from a service provider.
- (i) I certify, on behalf of the entities covered by this Letter of Agency, that no E-rate funding requests shall be willing made in violation of FCC rules.
- (j) I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product is prohibited.
- (k) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **E-rate Services, LLC** for E-rate submission is true.

Signature

Kirk D. Smith

Name (print)

KIRK D. SMITH

Title

Chair, Lee County Commissioners

Date

2/17/25

Lee County Govt E-Rate Overview

February 2025

What is E-Rate?

E-Rate is an annual federal reimbursement program with approximately \$4.456 billion+ for helping schools and libraries obtain Internet access and telecommunications.

E-Rate is managed by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). USAC is a non-profit organization appointed by the FCC.

Where does the \$ come from?

- A Universal Service fee is charged to companies that provide interstate and international telecommunications services
- This fee is passed along to you on your phone bills. It is itemized as the **Federal USF or Universal Service Fund.**

How Does the Budget Work?

- ▶ Category One - no cap on funding
 - ▶ Digital transmission (MAN/WAN) and Internet access services
- ▶ Category Two
 - ▶ \$4.50 pre-discount dollars per library square foot to be spent over 5 years
 - ▶ 2025-2026 will be the 5th year of this budget cycle

Eligible Service Categories

- ▶ Category 1
 - ▶ Internet
 - ▶ WAN
 - ▶ Dark, lit, or self-provisioned fiber
 - ▶ Mobile Hotspots
 - ▶ Hotspots may be ineligible in the future
- ▶ Category 2 has 3 subcategories
 - ▶ Internal Connection Components
 - ▶ Managed Internal Broadband Service
 - ▶ Basic Maintenance of Eligible Internal Connections Components

Examples of Category Two - Internal Connections

- ▶ Access point / Antenna
- ▶ Wireless controller systems
- ▶ Cabling / Wiring
- ▶ Firewall services
- ▶ Caching services or servers
- ▶ Switches
- ▶ Racks for eligible components
- ▶ UPS for eligible components
- ▶ Software (licenses) to support eligible components

Examples of Category Two - Managed Internal Broadband Services

- ▶ **Managed LAN/WLAN, including installation**
- ▶ **Third party may own and manage equipment.**

Examples of Category Two - Basic Maintenance

- ▶ Repair and upkeep of eligible hardware
- ▶ Wire and cable maintenance
- ▶ Configuration changes
- ▶ Basic tech support
- ▶ Software upgrades

Cat 2 Budget New Library

- ▶ 33,000 sq ft
- ▶ \$148,500 pre-discount dollars
- ▶ 85% = \$126,225 from Federal funds
- ▶ County pays 15% = \$22,275
- ▶ Could add Bway sq ft

The E-Rate Eligibility List

<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

How Are Discounts Determined?

- Libraries share the discount that the local school district receives
- School discounts are based on student poverty
 - Lee Co Schools receives 90% Category 1 discount and 85% Category 2 discount

NSLP Matrix

INCOME Measured by % of students eligible for the National School Lunch Program (NSLP)	CATEGORY ONE (C1)		CATEGORY TWO (C2)	
	URBAN Discount	RURAL Discount	URBAN Discount	RURAL Discount
Less than 1%	20%	25%	20%	25%
1% to 19%	40%	50%	40%	50%
20% to 34%	50%	60%	50%	60%
35% to 49%	60%	70%	60%	70%
50% to 74%	80%	80%	80%	80%
75% to 100%	90%	90%	85%	85%

Library Pays

- ▶ Category 1:
 - ▶ E-Rate pays 90%
 - ▶ County pays 10%
- ▶ Category 2:
 - ▶ E-Rate pays 85%
 - ▶ County pays 15%

Before you start...

- ▶ Internet filter must be in place before services begin
- ▶ CIPA (Children's Internet Protection Act) compliant
- ▶ Must have an FCC Registration Number

470 Form

- ▶ 1st form filed, indicates quotes needed
- ▶ Submitted and posted on the Internet
- ▶ Must allow a fair and open bid
- ▶ RFP not required, but is recommended
- ▶ ***KEEP ALL CORRESPONDANCE***
- ▶ Wait 28 days to sign a contract!!!!!!!!!!!!

471 Form

- ▶ 2nd form filed
- ▶ Indicates funding request for a specific bid
- ▶ Must wait at least 28 days after filing 470 to submit the 471
- ▶ Must reference the 470
- ▶ Must have a signed contract or legally binding document prior to filing
- ▶ Filed during the “window” determined by the FCC. This is typically between January and March.

Then - you WAIT....

- ▶ SLD tries to respond by September
- ▶ PLA questions are probable
- ▶ Selective Review is possible (*next slide*)
- ▶ All requests from reviewers have deadlines
- ▶ Funding comes in Waves

Selective Review

- ▶ Must provide:
 - ▶ RFP
 - ▶ Bid responses
 - ▶ Vendor selection process - price must be greatest factor
 - ▶ Contracts
 - ▶ Correspondence
 - ▶ Budget

Approval At Last!

- ▶ Form 486 - the 3rd form
- ▶ Indicates work has started
- ▶ Indicates you have an Internet filter and are CIPA compliant
- ▶ File 486 within 120 days of receipt of approval or service start date - whichever comes last

Should Anything Change...

- ▶ **File a Form 500**
- ▶ **Decrease in amount needed**
- ▶ **May not request increase in funds**
- ▶ **Change of start date**
- ▶ **Change of end date**
- ▶ **Should be filed before the 472**

Refunds

- ▶ Applicant chooses refunds or discounts if notice of funding is prior to July
- ▶ File a Form 472 if bills are not discounted
- ▶ Deadline for filing 472 is 120 days after last date of service OR 120 days after date of the 486 letter

At one time you will be...

- ▶ Seeking refunds for the prior year
- ▶ Waiting for notice for current year
- ▶ Getting ready to file for the next year
- ▶ Trying to meet a 15-calendar day deadline when the SLD asks a question

More Info...

- ▶ <http://www.usac.org/sl/>
- ▶ <https://www.usac.org/e-rate/learn/faqs/library/>
- ▶ <https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>



P.O. Box 987
Sanford, NC 27331

Cindy Johnson
cindyjohnson@erateservices.com
919-353-1723

E-Rate Services, LLC

Cindy Johnson has worked with the E-Rate program since its inception, 28 years ago. The E-Rate Services, LLC team is organized to ensure that someone is always available to continue your work.

E-Rate Services, LLC clients were awarded a total of **\$22,541,140** for the 2024-2025 E-Rate cycle.

Clients:

- **Virginia:**
 - Virginia Department of Public Education (Tier II Consultant)
 - Bland County School District
 - Lunenburg County School District
 - Maggie L Walker Governor's School
 - Warren County School District
- **North Carolina:**
 - Charlotte-Mecklenburg Public Schools
 - Public Libraries of Mecklenburg County
 - Guilford County Schools
 - Greensboro Public Library
 - Guilford Preparatory Academy
 - East Wake Academy
 - Rutherford County Schools
 - Orange County Schools
 - Robeson County Schools
 - Robeson County Public Library
 - Rockingham Public Library
 - Carteret Public Library
 - Craven Pamlico Public Library
 - Pender County Public Library
 - Moore County Schools
 - Lee County Schools
 - Ascend Leadership Academy
 - Grace Christian Schools

- Lee Christian School
- Mooresville Graded School District
- Montgomery County Schools
- Mitchell County Schools
- Yancey County Schools
- Yadkin County Schools
- Surry County Schools
- Avery-Mitchell-Yancey Regional Library System
- Stanly County Schools
- Rowan-Salisbury Schools
- Kannapolis City Schools
- Elkin City Schools
- Davie County Schools
- Elizabeth City-Pasquotank Public School
- Cabarrus County Schools
- Thomasville City Schools
- Lexington City Schools
- Beaufort County Schools
- Alexander County Schools
- Asheboro City Schools
- Concordia Christian Schools
- Mount Airy City Schools
- Whiteville City Schools
- Rocky Mount Prep Academy
- Riverside Leadership Academy
- Faith Charter School
- Alamance Community School
- South Carolina:
 - Legacy Leadership Academy
 - The Meyer Center
- Florida:
 - Kingdom Life Prep Academy
 - Life Changers Charter School
- Louisiana:
 - Tallulah Christian Academy
- Missouri:
 - Veritas Christian Academy
- California:
 - Bethel Christian Academy



P.O. Box 987
Sanford, NC 27331

Cindy Johnson
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919-353-1723
EIN #33-1102006
CRN #16060902

E-Rate Consulting Scope of Work

E-Rate Services, LLC:

I. Communication and Collaboration

- Establish shared Dropbox folders for joint access to documents.
- Arrange on-site visits as needed.
- Conduct virtual meetings and phone calls based on need and schedule.
- Provide timeline for benchmark tasks and deadline reminders.

II. E-Rate Funding and Contracts

- Identify all E-Rate funding possibilities.
- Review current Category 1 contracts:
 - Confirm bandwidth meets expected needs.
 - Verify locations to receive service.
 - Identify end dates and contract extensions.
- Prepare planning documents based on prior E-Rate applications.
- Discuss existing and future buildings, including plans for redistricting.
- Review current and previous E-Rate cycle to determine incomplete tasks.
- Compute Category Two planning budgets.

III. E-Rate Program Understanding

- Explain changes and opportunities in the E-Rate program.

- Review the E-Rate rules that are most likely to be overlooked.

IV. Application Management

- Complete all application forms, filings, and required correspondence in a timely manner, including Forms 470, 471, 486, and 472.
- Answer service provider questions related to the E-Rate process.
- Convey District's answers to service providers' questions related to bid requests.

V. Bid Management

- Require service providers to submit bids to both the Applicant and E-Rate Services.
- Organize bids and provide draft selection rubrics.
- Review final selection rubric to ensure E-Rate compliance.
- Notify bidders of selection results.

VI. Audit and Compliance

- Act as the point of contact for all USAC reviews and audits.
- Answer all Program Integrity Assurance (PIA) and Payment Quality Assurance (PQA) questions.
- Prepare and respond to Selective Review Audits.
- Prepare and file SLD and FCC Appeals related to contracted work.
- Answer compliance questions and eligibility issues.

VII. Policy and Procedure Guidance

- Prepare service substitutions and SPIN number changes.
- Answer District questions concerning E-Rate policies.
- Provide monthly status updates of the current year and two prior years.

VIII. Documentation and Archiving

- Organize, retain, and share all documents for the required 10-year period, with documents stored in a shared Dropbox file and archives kept in two separate locations.
- Complete and archive all forms service providers require for their E-Rate related processes.
- Monitor disbursements to ensure bills are either discounted or refunds received.

IX. Equipment Management

- Provide a file for labels noting the year equipment may be moved for E-Rate funded Category Two equipment.
- Send data needed to complete Purchase Orders for E-Rate funded services and equipment.
- Supply a 5-year E-Rate funded equipment list to help determine what can be repurposed.

X. Additional Services

- If requested, provide Board presentation material tailored to the applications.

County Manager's Report – February 17, 2025

Ongoing Projects

Lee County Athletic Park

Field Construction: The installation of the synthetic turf on Fields 5 and 6 is complete. The field builder (Precision Turf) is now focusing on Fields 9 and 10 for fine grading and drainage installation. Fencing and field borders, including backstops, batting cages, and dugouts, are currently being installed.

Site Construction: Concrete installation has begun around the diamond fields and Field House A. The installation of street and walkway lights are in progress, along with pouring concrete sidewalks throughout the site. Playground delivery is anticipated to occur at the end of February 2025. The water system has been tested and approved by TriRiver Water. The total cost for the meter sets (x5 meters) and system development fees for water and sewer service to support the entire park is \$63,320.57. A change order (PCO #025) for \$10,245.49 was approved and included additional markings (tic marks for efficiency in program lining preparation) on the synthetic turf fields to allow for multiple sporting setups by Parks and Recreation, as well as monument sign changes. The changes to the monument sign include the added tag line (sporting legacies, lasting memories, built brick by brick) and removable panels for social media addresses.

Phase I & II Parks Projects

OT Sloan Park Accessibility Project: This project includes the installation of sidewalk, a concrete seat wall, ribbon curb, parking improvements, and construction of a playground with a pad surface. The general contractor is Sanford Contractors, and the playground contractor is Barr Recreation. Construction continues with grading completed, and the concrete for the border and sidewalk poured. Barr Recreation is currently onsite installing playground equipment.

Library Building Project: Construction continues with stormwater management installation and grading work to finalize the foundation pad, along with underground plumbing and electrical installation. Staff is working with Vines Architecture on coordinating plans for FFE (furniture, fixtures, and equipment) to finalize selections.

Historic Courthouse: The Historic Courthouse renovation project includes roof replacement with alternates for masonry and brownstone repairs. Harrod and Associates Constructors were awarded the bid. A pre-construction meeting was held on site on January 27, 2025. Staff is working on coordinating the project start date and construction schedule with the contractor, architect, and NCSHPO (North Carolina State Historic Preservation Office) based on the impacts and uncertainties created by recent federal funding developments.

Horton Park Parking Lot Improvements: Duke Energy has removed an existing light pole in the construction area that will be relocated after the parking lot is constructed. The contractor has performed final surveys onsite to support earthwork. Weather has impacted the start of construction, but the plan continues to have work completed before the pool opens in May 2025.

Lee County Jail Waste Pipe Replacement: The existing waste pipe in Cell Pods C & D at the Lee County Detention Center are in immediate need of replacement to mitigate ongoing plumbing ruptures due to the condition of the pipe. The project includes removal and replacement of existing cast-iron waste (sewer) and vent piping within Cell Pod C and D and the common utility

chase. The project was bid on January 24, 2025, and was awarded to Hare Plumbing Inc. A pre-construction meeting was held on site on February 6, 2025 to discuss the project work plan and schedule. The Sheriff's Office has initiated the process to relocate inmates from Cell Pod D, and work can begin once this cell block is cleared. The goal is to start work on March 10, 2025, if all inmates can be relocated as planned. The contract allows for 195 days to complete project work.

Reports

Tax – The Tax Department Collections report for January 2025 is attached.

Building Inspections – Attached is the monthly inspections report for January 2025.

TRC – The TRC Agenda for February 2025 is attached.

Library Board of Trustees – The next Library Board of Trustees meeting is scheduled for March 12, 2025 at 5:30 p.m.

Parks and Recreation – The Parks and Recreation Advisory Board December 2024 meeting minutes are attached.

Consolidated Human Services Agency – The next Consolidated Human Services Agency Board meeting is scheduled for Wednesday, February 19 at 7:00 p.m.

Upcoming Meetings/Events:

February 21, 2025 – Legislative Breakfast – San-Lee Nature Center – 9:00 a.m.

March 3, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

March 17, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

April 7, 2025 – Lee County Board of Commissioners Meeting – McSwain Center – 6:00 p.m.

April 21, 2025 – Lee County Board of Commissioners Meeting – Civic Center – 6:00 p.m.

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 10th day
of April 20, 25 at 3:20 AM PM
recorded in Book 39 Page 430
Pamela G. Britt, Register of Deeds