



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

March 3, 2025

MINUTES

Roll Call

Present: Dr. Andre Knecht (arrived at 6:02 p.m.), Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

CALL TO ORDER

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

INVOCATION

Commissioner Cameron Sharpe led the Board in a moment of silence and in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add item II.L Lee County Athletic Park - Security and Access Control Updated Proposal to the Consent Agenda and a Manager's Report to to the Agenda as section VII.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Taylor Vorbeck

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Mark Lovick, Taylor Vorbeck, Samantha Martin

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

II.A Minutes from the February 17, 2025 Regular Meeting

BOC Regular Meeting Minutes_2-17-25_final.pdf

II.B North Carolina Amateur Sports - Youth Sports Grants Youth-Sports-Grant-

Guidelines-1-10-25.pdf Lee-County-Parks-and-Recreation-2024-2025-NCAS-

Youth-Sports-Grant-Part-One.pdf

II.C Lee County Schools Lottery Fund

Applications Scan_2025-02-14-08-39-31.pdf

lottery funds.pdf

II.D Resolution Designating Depositories, Establishing Accounts and Designating

Signatories for Accounts of Lee County BANK SIGNATOR RESOLUTION(3-7-25).pdf

II.E Agreement Addendum 123-Investment in Performance

Management 123 FY25 Lee.pdf

II.F Finance Director Job Description Update

CFO.pdf

Pay Plan Effective March 3 2025.pdf

II.G Lee County Libraries NCPC Preservation Grant

20240216_responsibilities_of_preservation_grant_recipients.pdf

Application - LCL NCPC Preservation Grant.pdf

K Miller Letter of Support Preservation Grant - Lee County Library.pdf

Project Budget - LCL NCPC Preservation Grant.pdf

Project Plan - LCL NCPC Preservation Grant.pdf

II.H Budget Amendment #03/03/25/14

Budget Amendment Packet 03-03-25-14.pdf

II.I Lee County Athletic Park Water Meter Purchase and Installation

4839-LCAP water meter cost.pdf

II.J Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-Term Residential Contract Sites, Transitional Living Programs, Medical/Mental Health Crisis Unit Capacity Increase and NC Secure All Firearms Effectively Campaign
JCPC Resolution Request for Increased Funding_3-3-25.pdf

II.K Interlocal Detention Center Agreement with Randolph County
Final Lee County Inmate Agreement 2.28.25.pdf

II.L Add On Item- Lee County Athletic Park - Security and Access Control
Updated Proposal
Access Parks and Rec Sports Complex-
Proposal.pdf Parks and Rec Sports Complex-
Proposal.pdf
Central Security Systems 2025 Athletic Park-Not Fully Executed.pdf

III. SPECIAL PRESENTATION - WEBELOS SCOUTS

Chairman Smith introduced Andrew Linsenmeier, Pack 942 Cubmaster of the Webelos cub scouts, who presented a token of appreciation to the Board of Commissioners for teaching the scouts about local government at the February 3, 2025 Board meeting.

Commissioner Dr. Andre Knecht arrived at 6:02 p.m.

IV. PUBLIC COMMENTS

- Reuhl Dabolt, 2435 S Plank Road (support and farmland preservation)
- Julian Philpot, 1920 Larkspur Drive (support farmland preservation)
- Mike Sawaya, 299 Racoon Court (teacher retention and recruitment)
- Anna Fish, 98 Northridge Trail (athletic park field usage)
- Jeff Diben, 2534 Victory Drive (athletic park field rental pricing)
- Jim Foster, 702 Cool Springs Road (support farmland preservation)
- Lars Jensen, 127 Brookfield Circle (athletic park field rental pricing)
- Dylan Jennings, 800 Hillwood Street (youth council member)
- Tom Haislip, 2307 Rockwood Drive (support farmland preservation)
- Jimmy Randolph, 3405 Windmere Drive (support farmland preservation)
- Jim Womack, 1615 Boone Trail Road (support agriculture ordinance and oppose funding for conservation easement policy)

V. OLD BUSINESS

V.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 requested funding for an Agricultural

Development and Farmland Preservation Program Fund. A copy of his presentation is attached and incorporated into these minutes. The fund would be used to assist with "soft costs" related to conservation easements. The amount requested (\$340,610.00) represents rollback taxes received by the County for FY 23 and FY 24 which reverted to the general fund. Rollback taxes are deferred taxes assessed when farm property changes use and loses its Present Use Value status and include the past 3 years' deferred taxes, plus the current year, plus interest. Annual allocation to this fund based upon the amount of rollback taxes received the prior year is in the sole discretion of the Board of Commissioners. Applications for financial assistance from the fund will be presented to the Board of Commissioners after approval by the Agricultural Advisory Board and awarding of funds is in the sole discretion of the Board of Commissioners. Farmers may enter conservations easements on their own, but this policy provides financial assistance options. There are state and federal grant opportunities available; however, these entities like to see County support for applicants and gives preference to those applications. The average farm size in Lee County is about 70-80 acres, based on the agriculture census that is conducted every seven years. In the census, the number of farms increased, but the average farm size decreased about 11%. Dr. Stone noted that starting out a reduced level for the proposed Agricultural Development and Farmland Preservation Program Fund could limit the impacts this policy could have for multiple farmers. Dr. Stone can report out annually to the Board on the effectiveness of this policy so the Commissioners can decide to reduce, maintain, or increase the funds.

Conservation Easement PPT 2-17.pdf

Conservation Easement Policy - 2.11.25.pdf

Motion: Motion to approve the Proposed Conservation Easement Policy and Establishment and Funding of an Agricultural Development and Farmland Preservation Program Fund with the rollback taxes received in FY 2023 and 2024 in the amount of \$340,610 and to reevaluate annually.

Mover: Taylor Vorbeck

For: 5 - Robert Reives, Cameron Sharpe, Mark Lovick, Kirk Smith, Taylor Vorbeck

Against: 2 - Dr. Andre Knecht, Samantha Martin

Motion Result: Passed

V.B Lee County Agricultural Development and Farmland Preservation Ordinance

ExtensionAgBOC2-17-25_slides1-4.pdf

VAD 2013.pdf

Session Law 2021-78.pdf

VAD EVAD Ordinance Revised 2.19.25.pdf

Motion: Motion to approve the Lee County Agricultural Development and Farmland Preservation Ordinance.

Mover: Dr. Andre Knecht

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

Motion Result: Passed

V.C Planning Board recommendation on zoning map amendment

Chairman Smith read aloud a conflict of interest statement and asked the Board if there were any conflicts. None were identified. Senior Planner Amy McNeill presented a zoning map amendment request 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. The Planning Board recommended the Commissioners approve the request.

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

Motion: Motion that the proposed zoning map amendment is not consistent with the Plan SanLee land use designation of Maker District because this place type does not include industrial zoning or industrial land uses.

Mover: Mark Lovick

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

Taylor Vorbeck, Samantha Martin

Motion Result: Passed

Motion: Motion to approve the proposed zoning map amendment from Light Industrial (LI) to Residential Agricultural (RA), because it is reasonable given the location of the site on Sunset Drive within an older residential subdivision that was not fully developed.

Mover: Taylor Vorbeck

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

Taylor Vorbeck, Samantha Martin

Motion Result: Passed

Chairman Smith called for a break at 7:04 p.m. for 10 minutes.

VI. NEW BUSINESS

VI.A Lee County EMS Franchise Service

The Board resumed the meeting at 7:15 p.m.

Assistant County Manager of Operational Services Jennifer Gamble introduced this item and noted that the EMS Franchise service agreement with FirstHealth expires June 30, 2026 and the process for a new contract period will require convening the Ambulance Advisory Committee, commencement of a request for proposals, review and recommendation by the Committee, public hearings and entry of a new contract to ensure continuity of service. She introduced FirstHealth VP of Operations Matthew Presswood to present a summary of service data, successes/challenges during the contract period, and a service level overview. A copy of his presentation is attached and incorporated into these minutes. In 2024, FirstHealth responded to 10,254 calls with 6,696 transports and an average response time of 6.92 minutes for emergent calls and 7.73 minutes for non-emergent calls. Strategically placing EMS bases in Northview and Carolina Trace helped to decrease response times in those areas of

the County. He noted some calls in some places in the County may have a delayed response time of 20-30 minutes, but in those instances, it is typical that another first responder is already on scene providing care before EMS arrives. The EMS training academy is being held at Fayetteville Tech and paramedics are always needed. EMS Chief Mike Dutton said his team has good relationships with volunteer fire departments, as well as with 911 communications and their IT support. County Attorney Whitney Parrish said the last time the County issued a request for proposals was in 2021 and the current agreement expires in June 2026. Staff is asking to approve the updated Ambulance Advisory Resolution. Ms. Parrish said the new contract should in place no later than January 2026 in case there are any provider changes. Emergency Management Director Matt Britt presented long-term EMS strategic planning and a copy of his presentation is attached and incorporated into these minutes. The County runs EMS and it encompasses the entire community, including the City of Sanford and Town of Broadway. The municipalities do not operate their own EMS. Future plans include distribution of EMS and additional facilities in the County to meet future growth and population needs over all areas of the County. Mr. Britt noted that most of the voluntary fire stations are full and would require renovations to accommodate additional EMS assets.

N.C. Gen. Stat. _ 153A-46.pdf

N.C. Gen. Stat. _ 153A-250.pdf

Resolution Establishing Ambulance Advisory Committee 8.3.1981.pdf

2021-6 RESOLUTION Updating the Establishment of the Lee County Ambulance Ad.pdf

Resolution for Ambulance Committee 3.3.25.pdf

EMS Memo 3.3.25 Final.pdf

Motion: Motion to approve the updated Resolution Establishing the Lee County Ambulance Advisory Committee.

Mover: Taylor Vorbeck

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

Motion Result: Passed

VI.B Request from City of Sanford for the City's July 4 Fireworks Event at Kiwanis Family Park

City of Sanford Parks and Grounds Administrator Caroline Jeffries presented a request from the City to have fireworks at its July 4th event at Kiwanis Family Park. Ms. Jeffries provided a packet to the Board that included a potential contract with their selected vendor, a sample of the vendor's insurance, and a map of the designated area, which is attached and incorporated into these minutes. The City plans to use two trolleys that are able to hold 30 people each to bus people from City lots to the park at no cost for users. Ms. Jeffries says the City plans to park food trucks on the City's side of the park in the grass in order to free up more parking spaces, if weather conditions are favorable. She is not aware of any complaints from last year's event. Ms. Jeffries will confirm if the City's vendors go through background checks. County Attorney Whitney Parrish needs to review the contract with City. Ms. Jeffries noted the City County approved the MOA and she has been given authority to sign it on behalf of the City.

MOA_City_Fireworks_3.3.25.pdf

Freedom Fest Map.pdf

Motion: Motion to approve the request from City of Sanford for the City's July 4 Fireworks Event at Kiwanis Family Park.

Mover: Taylor Vorbeck

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

Motion Result: Passed

VI.C Priority Classification Policy for the Lee County Athletic Park (LCAP)

County Attorney Whitney Parrish said staff has been working to adopt a priority classification policy for reservations at the new Lee County Athletic Park, as it is anticipated to receive a lot of rental requests. The policy may need to be readjusted and reassessed once staff work through a couple of seasons. A sample Reservation Agreement and proposed Priority Classification Policy is in the Board's agenda packet. Parks and Recreation Director Joseph Keel noted the item on the agenda tonight does not determine fees and is only to help provide structure for staff with rentals. Two maps indicating rental availability have been attached and incorporated into these minutes. The Parks and Recreation Board approved the policy at its last meeting. Mr. Keel said there isn't an appeal process within the policy, but there are guidelines to help direct staff make decisions and they would refer back to the priority classification policy if any appeal requests were received. Currently, if there's an appeal for a refund or a call on a game, it goes to the Parks and Recreation Board. Ms. Parrish said the reservation agreements will be set up per season and noted that the County must have term agreements because of the non-taxable status of the financing bonds for the project. If the County receives too much revenue, it could trigger a penalty. All of the current Parks and Rec fields throughout the County will still be available for rent in addition to the Lee County Athletic Park. In the proposed policy, organizations can reserve by the hour, day, or month for tournaments, as well as for a season. The fee schedule will come at a future meeting. Commissioner Samantha Martin asked to remove the word "all" from the Priority Classification section of the policy. Ms. Parrish said removing it would achieve the same intended result. Ms. Parrish said if the Board adopts the policy, it will be implemented for the fall 2026 season.

FINAL Reservation Agreement 2.25.25.pdf

Priority Classification Policy 2.25.25.2.pdf

Motion: Motion to approve the Priority Classification Policy for the Lee County Athletic Park with the removal of the word "all".

Mover: Dr. Andre Knecht

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

Motion Result: Passed

VII. MANAGERS' REPORTS

County Manager Lisa Minter advised the Board that there will be a ribbon cutting at San- Lee Park to celebrate the renovated playground on March 17 and a joint boards

meeting with the Lee County Board of Education on March 19 at 6:00 p.m. at the Ruby McSwain Center. Ms. Minter noted that Kara Millonzi from the UNC School of Government will be present to speak on funding requirements for the schools on March 19 and that discussion regarding a 5/5 committee is also on the agenda. Ms. Minter is seeking additional agenda items from the Board of Education. She also noted that Emergency Management had received notice from a warehouse that is currently storing Emergency Management and Sheriff's Office items that our term will end May 31, 2025 and staff is working to find an alternative storage space or land to purchase to build a storage facility on. Ms. Minter recognized Finance Director Candace Iceman and spoke in appreciation of her service to Lee County. Ms. Iceman's last day is March 6, 2025 and Assistant County Manager of Governmental Support/Consolidated Human Services Director Angelina Noel will serve as interim Finance Director.

VIII. COMMISSIONERS' COMMENTS

IX. CLOSED SESSIONS

Motion: Motion to go into Closed Session per N.C. General Statute § 143-318.11(a)

(3) to consult with our attorney to preserve the attorney-client privilege and per N.C. General Statute § 143-318.11(a)(4) to discuss matters relating to the location or expansion of business. The Board went into Closed Session at 8:20 p.m. Mover: Dr. Andre Knecht

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

Motion Result: Passed

Motion: Motion to go out Closed Session. The Board resumed Open Session at 9:35 p.m.

Mover: Taylor Vorbeck

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

Motion Result: Passed

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 9:36 p.m.

Mover: Taylor Vorbeck

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

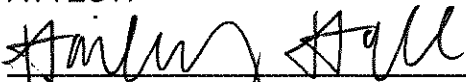
Motion Result: Passed



Kirk D. Smith, Chairman

County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: 1/10/2025

County: Lee Contact Person: Chris McNeill
Address: 106 Gordon Street Sanford NC 27330 Title: Director of Facilities
LEA: Dr. Chris Dossenbach Phone: 919-776-2013
Address: 106 Gordon Street Sanford NC 27330 Email: chrismcneill@lee.k12.nc.us

Project Title: Sealing and Striping Parking Lots at Sanlee Middle and Southern Lee High Schools

Project Address: 2301 and 2309 Tramway Road Sanford NC 27300

Type of Facility: 6-12 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Sealing and Striping the Parking Lot for Sanlee Middle and Southern Lee High School Parking Lot

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2026

Estimated Costs:


Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	_____
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	<u>200,000</u>
TOTAL	\$	<u>200,000</u>

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 200,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature – Chair, County Commissioners)

3 MAR 2025
(Date)


(Signature – Chair, Board of Education)

2/13/2025
(Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: 1/10/2025

County: Lee Contact Person: Chris McNeill
Address: 106 Gordon Street Sanford NC 27330 Title: Director of Facilities
LEA: Dr. Chris Dossenbach Phone: 919-776-2013
Address: 106 Gordon Street Sanford NC 27330 Email: chrismcneill@lee.k12.nc.us

Project Title: West Lee Middle School
Project Address: 3301 Wicker Street Sanford NC 27300

Type of Facility: 6-9 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Painting the Entire School

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2026

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	_____
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	<u>100,000</u>
TOTAL	\$	<u>100,000</u>

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 100,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
(Signature – Chair, County Commissioners)

3 MARCH 2025
(Date)

[Signature]
(Signature – Chair, Board of Education)

2/13/2025
(Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: 1/10/2025

County: Lee Contact Person: Chris McNeill
Address: 106 Gordon Street Sanford NC 27330 Title: Director of Facilities
LEA: Dr. Chris Dossenbach Phone: 919-776-2013
Address: 106 Gordon Street Sanford NC 27330 Email: chrismcneill@lee.k12.nc.us

Project Title: Upgrade Intercom System at 12 Schools

Project Address: Various Location

2000 Nash Street Sanford NC 27330

Type of Facility: K-12 Grades

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing of equipment for the Intercom System.
They will be replacing the main componet that does the paging.

Estimated Start Date: July 1, 2025 Estimated Completion Date: June 30, 2025

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	_____
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	<u>500,000</u>
TOTAL	\$	<u>500,000</u>

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 500,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
(Signature – Chair, County Commissioners)

3 March 2025
(Date)

[Signature]
(Signature – Chair, Board of Education)

2/13/2025
(Date)

PRINT FORM

Form Date: March 12, 2024

CLEAR FORM

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Date of Request: January 28, 2025

DPI Use Only

Approved By: _____

Date: _____

County: Lee

Contact Person: Chris McNeill

LEA: Dr. Chris Dossenbach

Title: Director of Facilities

Address: 106 Gordon Street Sanford NC 27330

Phone: 919-776-4013

Project Title: Greenwood Auditorium Auditorium Water Intrusion Project

Location: Greenwood Elementary School 1127 Greenwood Road Sanford NC 27330

Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Design and install safe guards for water not coming into the Auditorium Building

Estimated Costs:

Purchase of Land _____ \$ _____

Planning and Design Services _____ 25,000.00

New Construction _____

Additions / Renovations _____

Repair _____

Debt Payment / Bond Payment _____

TOTAL _____ \$ _____ 25,000.00

Estimated Project Beginning Date: July 1, 2025

Est. Project Completion Date: August 1, 2026

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 25,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
(Signature — Chair, County Commissioners)

3 March 2025
(Date)

[Signature]
(Signature — Chair, Board of Education)

2/13/2025
(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: January 28, 2025

County: Lee

Contact Person: Chris McNeill

LEA: Dr. Chris Dossenbach

Title: Director of Facilities

Address: 106 Gordon Street Sanford NC 27330

Phone: 919-776-4013

Project Title: JR Ingram VCT Floor Replacement for Gym and Media Center

Location: JR Ingram Elementary School 3309 Wicker Street Sanford NC 27330

Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replacement of VCT and Carpet in the Gym and Media Center

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		48,949.00
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	48,949.00

Estimated Project Beginning Date: July 1, 2024

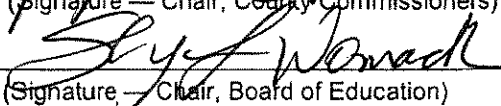
Est. Project Completion Date: June 30, 2025

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 48,949.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

3 MARCH 2025
(Date)


(Signature — Chair, Board of Education)

2/13/2025
(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: January 28, 2025

County: Lee

Contact Person: Chris McNeill

LEA: Dr. Chris Dossenbach

Title: Director of Facilities

Address: 106 Gordon Street Sanford NC 27330

Phone: 919-776-4013

Project Title: JR Ingram Roof Replacement

Location: JR Ingram Elementary School 3309 Wicker Street Sanford NC 27330

Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace all Shingles and any rotten wood on the entire roof of the school building

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		15,000.00
New Construction		
Additions / Renovations		700,000.00
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	715,000.00

Estimated Project Beginning Date: July 1, 2025

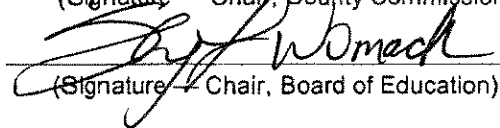
Est. Project Completion Date: August 1, 2026

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 715,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

3 March 2025
(Date)


(Signature — Chair, Board of Education)

2/13/2025
(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI Use Only

Approved By: _____

Date: _____

Date of Request: January 28, 2025

County: Lee

Contact Person: Chris McNeill

LEA: Dr. Chris Dossenbach

Title: Director of Facilities

Address: 106 Gordon Street Sanford NC 27330

Phone: 919-776-4013

Project Title: Lee County Schools Security Entrances Design

Location: K-5 Grade Schools

Type of Facility: K-5 Grade School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Distribution requests must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Security Entrances with door access entrances at 12 Schools throughout the school district

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		100,000.00
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	100,000.00

Estimated Project Beginning Date: July 1, 2025

Est. Project Completion Date: June 30, 2030

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
(Signature — Chair, County Commissioners)

3 March 2025
(Date)

[Signature]
(Signature — Chair, Board of Education)

2/13/2025
(Date)

**RESOLUTION DESIGNATING DEPOSITORIES, ESTABLISHING ACCOUNTS, AND
DESIGNATING SIGNATORIES FOR ACCOUNTS OF LEE COUNTY**

NOW, THEREFORE, BE IT RESOLVED:

1. That the following depository is hereby authorized and requested to honor and to charge to the County of Lee, checks, drafts, and other orders for the payment of money drawn in the name of the County of Lee against funds of the County of Lee on deposit at the following depository of the County of Lee:

First National Bank (FNB)

2. That the County Manager, Interim Finance Officer, and Assistant Finance Officer are each authorized to open deposit, savings, checking, and investment accounts in the name of the County of Lee and to endorse checks and orders for the payment of money and withdraw funds from the County of Lee accounts on deposit with each of the banks designated below, all for the benefit and use of the County of Lee.

Truist Bank
PNC Bank
Carter Bank & Trust
Capital Bank
First Bank
Wells Fargo Bank
First Citizens Bank
First National Bank

3. That Angelina Noel is designated as Interim Finance Officer, that Jen Waterhouse is hereby designated as Deputy Finance Officer, all for the purposes and in accordance with the provisions of G.S. 159-25(a).

4. That the following persons are designated as officials of the County of Lee to countersign checks on behalf of the County of Lee where two signatures are required pursuant to G.S. 159-25(b), to wit: Lisa G. Minter, Angelina Noel, Jen Waterhouse.

5. That the Sheriff, Chief Deputy, Jail Detention Captain and Jail Detention Lieutenants are designated as deputy finance officers in order to provide dual signatures on checks, drafts or other orders issued specifically from the Inmate Trust Fund in accordance with the provisions of G.S. 159-25(b).

6. That the following positions in DSS are designated as deputy finance officers in order to provide dual signatures on checks, drafts or other orders issued specifically from the DSS Trust Fund in accordance with the provisions of G.S. 159-25(b): DSS Director, Accounting Specialist II, Processing Assistant V and Accounting Technician III.

7. That Lisa G. Minter, Angelina Noel and Jen Waterhouse are authorized and empowered to execute signature cards and such other documents as may be required by the depositories to implement this resolution.

8. That in accordance with G.S. 159-25(b), two signatures shall be required on all checks except payroll drafts and transfers between accounts.

9. That the Clerk to the Board be, and hereby is, directed to furnish to the various depositories of the County of Lee such number of copies of this resolution as the depositories may require.

10. That all resolutions heretofore adopted designating depositories for funds of the County of Lee and/or persons authorized to sign on the County of Lee's accounts are repealed effective March 7, 2025.

Adopted this 3rd day of March, 2025.


Kirk Smith, Chair

ATTEST:


Hailey Hall
Clerk to the Board



Responsibilities of Preservation Grant Recipients

North Carolina Preservation Consortium

Institutions awarded a preservation grant from the North Carolina Preservation Consortium must comply with the follow responsibilities;

1. Financial Management System

Have a sound financial management system that records separately the receipt and disbursement of grant funds and that monitors the expenditure of these funds against the approved budget.

2. Conduct

The recipient has full responsibility for the conduct of project activities under the NCPC grant and for informing NCPC during the course of the award of any significant programmatic, administrative, or financial problems that have arisen. The recipient is responsible for notifying NCPC about any allegation of misconduct if the allegation involves NCPC grants or an application for NCPC grants.

3. Documentation

In accepting an award, the recipient assumes the legal responsibility of administering the award in accordance with these requirements and of maintaining documentation, which is subject to audit, of all actions and expenditures affecting the award. Failure to comply with the requirements of this award may result in suspension or termination of the award and repayment of award funds.

4. Project Plan

Carry out tasks in accordance with the project plan provided in the approved application, and ensure that any significant changes in key project personnel, project scope or design, or arrangements to contract out project activities are submitted to NCPC in advance for review and approval.

5. Publicity

All announcements, publications, and exhibits resulting from or pertaining to the preservation project shall contain an acknowledgment of grant support from the North Carolina Preservation Consortium. The institution will collaborate with NCPC on press releases and other publicity.

6. Legal Compliance

Ensure that all project activities are in compliance with policies and procedures of your institution and parent organization, as well as all local, state, and federal regulations and statutes.

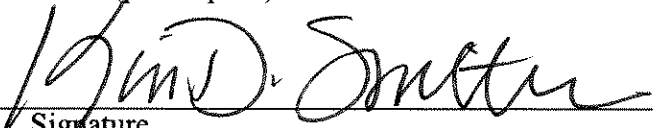
7. Refunds

Return to NCPC any funds not expended on the approved project.

8. Project Report

Submit a final report describing outcomes of the project; work completed as planned, problems encountered, and lessons learned. (This can be in the form of a newsletter article or news release.) The final report must be submitted to NCPC no later than one year after the grant award.

I agree to the terms of these *Responsibilities of Preservation Grant Recipients* and understand that failure to comply in whole or in part may result in the suspension and/or refund of grant awards to the North Carolina Preservation Consortium.

Kirk D. Smith	March 3, 2025
Name (please print)	Date
	March 3, 2025
Signature	Date
Lee County Commissioner Chairman	
Title	Date
Lee County Libraries	
Name of Institution	

ncpc | North Carolina Preservation Consortium

Preserving collections in libraries, museums, archives, and historic sites

Preservation Grant Application (Spring 2025)

Please note: *Missing information including but not limited to unanswered questions or incomplete answers may cause the application to be considered incomplete and therefore void. NCPC and the NCPC Preservation Grants Committee are under no obligation to contact the applicant for missing information.*

Applicants must be NCPC institutional members in good standing. NCPC does not award grants to individuals. If your institution is not a member, you can become one now at <http://www.ncpreservation.org/membership.html> in order that your grant application will be considered.

Is your institution a member of NCPC?

☒ Yes

☐ No

Title of Grant Project: The Sanford Herald Photographic Negative Collection Re-Housing

Total Grant Request (max. \$2,000): \$ 2,000

Name of Institution: Lee County Libraries

Parent Organization (if applicable): Lee County Government

Address: 107 Hawkins Ave

City, State, Zip Code: Sanford, NC 27330

Applicant's Name: Hunter Randolph

Position Title: Cataloging Library Assistant III

Phone Number: 919-718-4665 x 5490

Email Address: hrandolph@leecountync.gov

INSTITUTIONAL INFORMATION

1) Type of institution (choose all that apply):

- ☐ Archives
- ☐ Historic Site
- ☒ Library
- ☐ Museum
- ☐ Other (please describe): [Click here to enter text.](#)

2) Institution's total annual budget this year: \$ 1,204,158

3) Annual preservation budget this year: \$ \$1,200

4) Does your institution have a position responsible for preservation?

- ☐ No
- ☒ Yes (if yes, please give us the following information):

Name: Hunter Randolph

Title: Cataloging Library Assistant III

Phone Number: 919-718-4665 x 5490

Email address: hrandolph@leecountync.gov

Percentage of their time devoted to preservation activities: 20%

5) Number of FTE preservation employees/volunteers: 1

6) Provide the mission and vision statements for your collection's institution.

Mission statement: The mission of the Lee County Library is to encourage exploration of new ideas, support educational core curriculum initiatives and early childhood literacy; enhance the economic vitality of the region through workforce development, strengthen the community and enrich the quality of life for all by providing cultural, technological, and informational programming and materials.

Vision statement: N/A

7) Does your institution have a preservation policy/statement?

- ☒ Yes
- ☐ No

8) Does your institution have a preservation plan?

☒ Yes

☐ No

9) Does your institution have a written disaster plan?

☒ Yes

☐ No

10) Does your institution have staff trained to implement the disaster plan?

☒ Yes

☐ No

11) Is preservation part of your institution's strategic plan?

☒ Yes

☐ No

12) Has your institution ever had a preservation or conservation assessment?

☐ No

☒ Yes (if yes, please provide the following information)

Date of assessment: September 12, 2024

Name(s) and position title(s) of the staff involved: Hunter Randolph, Cataloging Library Assistant III

Names of consultant(s) and their affiliated institution(s): Adrienne Berney, Danielle Shirilla, State Archives of North Carolina

Briefly summarize the assessment and outcomes: As part of the Traveling Archivist Program of the State Archives, outreach archivists consulted with the Lee County Libraries regarding the library's photograph collections, providing feedback on storage, long-term preservation planning, damage remediation, and supplies. The supplies and damage remediation training have allowed for the complete re-housing of The Sanford Herald Photographic Print Collection. The archivists also gave valuable guidance on workflows and best supplies to begin re-housing the negative collections referred to in this application.

13) In the last few years, has your institution received a preservation grant from NCPC or another organization, agency or institution?

☐ No

☒ Yes (if yes, please provide the following information; for multiple grants, please attach an additional sheet with the following information for each grant received)

Name of funder: State Archives of North Carolina, Traveling Archivist Program

Amount of grant: \$ N/A. This grant, described above, provided supplies, training, and a collection assessment.

Date of grant: \$ Virtual Consultation April 3, 2024; Site Visit September 12, 2024

Project goals and accomplishments: The Traveling Archivist Program Grant allowed us to close the gap and finish re-housing The Sanford Herald Photographic Print Collection. With additional supplies to supplement what we were able to budget amend to acquire, and training to separate and process water-damaged photos, we were ultimately able to reach the finish line of re-housing the collection for preservation and access.

BUILDING INFORMATION

14) Is there a heating and cooling system for this collection in operation 24 hours a day, 365 days a year?

☒ Yes

☐ No

15) Is this collection monitored by a security system?

☒ Yes

☐ No

16) Is this collection monitored by a fire detection system?

☒ Yes

☐ No

17) Is there a fire suppression system in this collection space?

☒ Yes

☐ No

18) Is this collection monitored by a flood detection system?

☐ Yes

☒ No

19) Do you use integrated pest management strategies?

☒ Yes

☐ No

PROJECT INFORMATION

20) This grant will be used to fund (choose one):

- ☐ Preservation assessments
- ☐ Conservation assessments
- ☐ Preservation consultations
- ☐ Preservation project work
- ☐ Environmental monitoring equipment
- ☒ Storage furniture and enclosures
- ☐ Tools and equipment for repair/conservation
- ☐ Conservation of collections
- ☐ Reformatting or digitization
- ☐ Digital/media storage
- ☐ Education and training
- ☐ Other or Multiple Projects(please describe): Click here to enter text.

21) Describe the collection that is the focus of this grant proposal.

The Sanford Herald Photographic Negative Collection consists of hundreds of thousands of predominantly 35mm photo negatives produced by photographers for The Sanford Herald, Sanford and Lee County's longest-running newspaper. The photographs cover all aspects of life across Lee County and the surrounding areas, including politics, athletics, agriculture, industry, education, home life, and a robust series of feature stories. These negatives correspond to the paper's production from the early 1970s to the early 2000s. All negatives produced by the Herald's photographers prior to the early 1970s were lost or destroyed but prints from the 1930s to the 2000s survive. The Sanford Herald Photographic Print Collection was first acquired by the library and was rehoused with assistance from a preservation grant. The print collection is being digitized through a partnership with the NC Digital Heritage Center, and many of those photos are now online. The negatives in this collection, however, correspond to a period when the Herald was using quick-print techniques that produced low-quality prints that have faded significantly. For that reason, and the fact that the negatives include even more shots than appeared in the paper, The Sanford Herald Photographic Negative Collection is our preservation priority. The largely uncut negatives were stored in 4-inch metal film canisters by the Herald, which thankfully protected the photos from significant water damage in the Herald's deteriorated building. However, about half of the 1,124 canisters show significant rusting, and the negatives will need to be cut down and placed in archival housing for long-term preservation and access.

22) Are there any claims of ownership or protests of your institution's ownership, exhibition, or use of this collection?

- ☒ No
- ☐ Yes (if yes, please explain): Click here to enter text.

23) If this project is a reformatting/digitization project, does your institution hold the copyright to the materials that will be reformatted?

- ☒ Yes

☐ No

24) What are the goals of this preservation grant proposal?

This goal of this preservation grant proposal is to kick-start the largest preservation project the Lee County Libraries has ever taken on. With an estimated 500,000+ images in the collection, it would take approximately \$6,500 in supplies to adequately re-house all the negatives. While we are requesting additional preservation funds from Lee County in FY26, we need to get started on this project now and cannot depend on additional budget funds. Stored prior to the library's acquisition in over a thousand rusted metal canisters in the Herald's offices, this project will allow for long-term preservation of and access to a truly unique collection. The goal of this proposal is to secure funding to get this project started with enough supplies for the first 1/3rd of the photos, with the ultimate goal of re-housing all the negatives in the collection.

25) How will this grant benefit the community your institution serves?

This project will have tremendous social effects in Lee County and the surrounding areas. The ways that our patrons have been able to connect with the Sanford Herald images we have already made available demonstrate the many ways these photos can make an impact on individuals, families, and whole groups. School alumni organizations have used photos on 50th Anniversary cakes, businesses have used images to tell the stories of their buildings, family members have connected with memories of loved ones through images they didn't know existed, and organizations, including the library, have used photos to tell important, long-neglected stories. Community members are eager for these photographs and react strongly any time they are shown.

26) Education and Training. ☒ Not applicable

If this grant application is for education or training, please provide the following information. If information is unknown, please state "To be determined."

Name of workshop/class/internship: Click here to enter text.

Name and address of organization sponsoring training: Click here to enter text.

URL for the event, if available: Click here to enter text.

Name(s) and credentials of instructor(s): Click here to enter text.

Name(s) and title(s) of those attending: Click here to enter text.

Describe the skills taught, and explain how the knowledge gained will be used to improve preservation in your institution: Click here to enter text.

27) Project Plan.

Attach a document outlining project tasks, the sequence of the tasks, target deadlines, and indicate the name and position title of the person responsible for each task. List qualifications for any professional consultants.

28) Project Manager resume.

Attach the Project Manager's resume.

29) Project Budget.

Attach an itemized budget showing estimates for all project expenses.

For projects that involve purchasing supplies and equipment, list each item, quantity, unit cost, shipping and handling charges, and the name of the vendor.

For projects that involve purchasing storage furniture, containers, or enclosures, provide a description of the item, the materials from which it is made, unit cost, shipping and handling charges, and the name of the vendor.

List the source and amount of any matching funds and how those funds will be applied to the project. Indicate if the funds have already been awarded. If you have applied for other funds, please list when you expect to be notified of the award.

30) Other funding sources.

If your grant request isn't funded, do you have other potential sources of funding?

☐ No

☒ **Yes (explain):** If our grant request is not funded, we will appeal to the County Manager and Board of Commissioners for additional funding in the FY26 budget, as well as to the Friends of the Lee County Libraries organization. However, with construction in progress for a new main branch library, additional line items are difficult to secure.

31) Partial funding.

Will you accept partial funding? If so, what would your priorities be?

☐ No

☒ **Yes (explain):** Our priority is to re-house as much of this collection as possible with the resources that are available to us. If this proposal was partially funded, we would purchase a proportional quantity of supplies and follow the same procedures outlined in our proposal, seeking other sources of funding to complete the project.

32) Letter of Support.

Attach a letter of support for this grant proposal. The letter may be from colleagues, scholars, or members of the community your institution serves.

Letters of support may not be submitted by employees of your institution.

33) Responsibilities of Preservation Grant Recipients agreement form

Attach a completed copy of the Responsibilities of Preservation Grant Recipients agreement form (available on the Preservation Grants web page).

I certify that, to the best of my knowledge, all information on this application and the supporting materials is accurate and true.

Kirk D. Smith

Name and date

Lee County Commissioners Chair

Title



Signature and date [insert electronic signature, or print and sign document]

Please email completed application form and all required documents by March 16th to:

ncpcboard@gmail.com

Submission checklist:

Note: These can be sent in the email as separate attachments, or compiled into a single document.

- ☒ Application
- ☒ Project Plan
- ☒ Project Manager resume
- ☒ Project Budget
- ☒ Letter of Support
- ☒ Responsibilities of Preservation Grant Recipients agreement form

Project Plan - *The Sanford Herald* Photographic Negative Collection Re-Housing

After completing a survey of *The Sanford Herald* Photographic Negative collection and organizing the canisters by year, we have been able to approximate the volume of negatives, and the resources needed to rehouse them. Negatives taken after 1993 were stored by *Herald* staff in protective pages and binders, so the focus of this project is on the canisters of negatives dated 1974 to 1993.

The collection consists of 1,124 canisters, with the vast majority containing multiple rolls of 35mm film. After processing some sample canisters, we were able to determine that each canister would require an average of 15 negative pages (holding 6 strips of 6 frames) to accommodate the negatives inside. That brings the total number of pages required to 16,860 protective negative pages, a daunting figure. Budgeting for about 110 pages in each archival negative binder, we also need approximately 150 binders.

The goal of this project is to secure enough negative pages and binders to support the re-housing of approximately 1/3 of the collection, or the years 1974 to 1980. This should allow staff and volunteer(s) the opportunity to optimize the re-housing process and time to advocate for additional funding for the project. We believe that this grant will be critical in giving staff the ability to demonstrate the feasibility and value of this process to county stakeholders, strengthening our case for the funds to complete the project.

Key Personnel

Hunter Randolph – Cataloging Library Assistant III (HR)

Laura McGinn – Cataloging Library Assistant II (LM)

Christine Deitner – UNC Greensboro MLIS Intern (CD)

Project Schedule

Task Sequence	Responsible Person(s)	Task	Target Deadline	Status
1	HR, CD	Organize collection onsite at The Sanford Herald offices. Film canisters sorted by year into temporary storage boxes. Remove negatives to climate-controlled storage.	2/14/25	Completed
2	HR, CD, LM	Working by year, begin re-housing negatives from canisters to archival negative sleeves and binders.	2/21/25	Begun
3	HR, CD, LM	1974 – Complete re-housing.	4/25/25	
4	HR, CD, LM	1975 – Complete re-housing.	6/27/25	
5	HR, LM	1976 – Complete re-housing.	8/29/25	
6	HR, LM	1977 – Complete re-housing.	10/31/25	
7	HR, LM	1978 – Complete re-housing.	12/19/25	
8	HR, LM	1979 – Complete re-housing.	2/27/26	
9	HR, LM	1980 – Complete re-housing.	4/24/26	

Project Budget - The Sanford Herald Photographic Negative Collection Re-Housing

Item	Material	Unit Cost	Shipping & Handling	Vendor	Quantity Requested	Total Cost (Pre-Tax)	Product Link
35-6HB Negative Pages (Package of 100)	Archival quality polyethylene (PAT passed)	\$24.78	Free Standard	PrintFile Archival Storage	52 packages (5200 pages)	\$1,288.56	https://www.printfile.com/product/35-6hb_100/
Vue-All Archival Safe-T-Binder with 1" O-Ring (Black)	Polypropylene	\$10.95	Free Standard	B&H Photo Video Audio	53 binders	\$580.35	https://www.bhphotovideo.com/c/product/61870-REG/Vue_All_V200_Archival_Safe_T_Binder_With.html
					Total Cost (Pre-Tax)	\$1868.91	
					Estimated Tax (7%)	\$130.83	
					Total Cost	\$1999.74	

Additional Funds

We are requesting an additional \$4,500 in the Materials line item in the library's budget for Fiscal Year 2025-2026. We will be notified of the success of our request upon budget approval in June 2025.



OFFICE OF PUBLIC INFORMATION

February 18, 2025

North Carolina Preservation Consortium
P.O. Box 2651
Durham, NC 27715

Preservation Grants Committee,

I am writing to express my support for the Lee County Library's application for a Preservation grant to help cover the costs of preserving negatives from *The Sanford Herald*, which was Sanford's main newspaper for decades.

From February 2024 through February 2025, City of Sanford, North Carolina, has been celebrating its sesquicentennial. As a member of the Sesquicentennial Committee, I have become educated on the scarcity of historical data and the importance of preserving what is available.

The Lee County Library has been a key component of our sesquicentennial planning. To celebrate 150 years of history, the Sesquicentennial Committee has relied heavily on the library to find photographs, check facts, and explore connections.

I can confidently say that without the work the Lee County Library has already done to restore and preserve their historical collections, our committee would not have had much material to work with. Because of this, the library has been the most important resource for our team.

A Preservation grant would allow the library to add 1,124 negative canisters – more than 500,000 images – to their collection. This is a huge treasure trove and time capsule that will otherwise be lost to our community.

Though the sesquicentennial celebration is wrapping up, the need to examine and conserve our city's history is ongoing. The Lee County Library's work is crucial to that process – both for projects such as ours and for the community at large.

For these reasons, the Lee County Library is an ideal candidate for a Preservation grant to help them ensure historical materials exist for the generations to come.

Thank you,

A handwritten signature in cursive script that reads "Kelly Miller".

Kelly Miller

Hunter Randolph

hrandolph@leecountync.gov | (919) 356-5044 | Raleigh, NC

Digital Production Center, Wilson Library | Student Assistant

Aug. 2021 – May 2022

University Libraries, UNC Chapel Hill

- Digitized legacy audio/visual formats for patron requests: videotapes, commercial audio disc formats, DVDs, and 16 mm films. Transcoded and delivered digital files to shared drive for library-wide workflow.
- Remediated archival audio formats in the digitization queue; removed mold from open-reel audio tapes, washed large transcription discs, and rehoused audiocassettes with problematic shells.
- Maintained organizational standards in the stacks; paged materials both for patron requests and as a part of the A/V digitization workflow.

Southern Oral History Program | Vogel Research Award

Summer 2021

Center for the Study of the American South, UNC Chapel Hill

- Conducted more than a dozen oral history interviews with potters and community members related to the Cole family of traditional potters in North Carolina.

Southern Folklife Collection, Wilson Library | Student Assistant

May 2018 – Aug. 2019, Jan. 2020 – April 2020

University Libraries, UNC Chapel Hill

- Sorted and pre-processed audio/visual and book collections, including more than 6,000 long-playing records.
- Digitized audio/visual and manuscript materials for researcher and donor requests.
- Researched, created and maintained a series of online exhibits highlighting materials from the collection.
- Maintained organizational standards in the stacks, including paging, re-shelving, and large-scale shelf movements.
- Posted on social media to encourage interest in the collection and maintain an engaging public presence.

SKILLS & CERTIFICATIONS

- | | |
|--|--|
| • NC Cardinal Bibliographic Cataloging Certification | • Strong documentary, archival, and internet research skills |
| • Microsoft Office Suite | • Excellent communicator, with strong presentation skills |
| • ArcGIS proficiency with a focus on StoryMaps as a tool for historical interpretation | • and 3 years of customer service experience |
| | • Fluent in multiple digitization workflows |

MEMBERSHIPS

North Carolina Pottery Center | Board Member

September 2024 - Present

Seagrove, North Carolina

- Contributes to research and planning for overhaul of permanent exhibit space; secured audio/visual assets and permissions for new digital displays; loaned items from personal collection for exhibit inclusion.
- Facilitates partnership with North Carolina Digital Heritage Center, which will allow the NCPC to develop a digital archive of North Carolina pottery.
- Develops and maintains relationships with potters and pottery collectors across North Carolina.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS

FROM: LISA MINTER, LEE COUNTY MANAGER

SUBJECT: BUDGET AMENDMENT:# 03/03/25/14

DATE: March 03, 2025

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Senior Services	1100-3582-34640	SHHP Grant	15,772	5,600	21,372
				<u>5,600</u>	

SECTION II. THE FOLLOWING GENERAL FUND (1100) *REVENUE DECREASES* ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Fund Balance Appropriated	1100-3990-39900	Fund Balance Appropriated	9,335,828	64,304	9,271,524
				<u>64,304</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Senior Services	1100-5826-43530	Advertising	9,000	500	9,500
Senior Services	1100-5826-43540	Printing	5,410	3,000	8,410
Senior Services	1100-5826-44100	Office Department Supplies	9,400	1,300	10,700
Senior Services	1100-5826-44660	Program Supplies	66,359	800	67,159
TOTAL CHANGES				<u>5,600</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Social Services	1100-5313-47412	Kinship Placement	103,184	64,304	38,880
TOTAL CHANGES				<u>64,304</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
HS Non-Profit	2117-5815-48360	Salvation Army	-	1,770	1,770
HS Non-Profit	2117-5815-48330	Helping Hand Clinic	-	1,394	1,394
HS Non-Profit	2117-5815-48384	Lee County Veterans Council	-	1,503	1,503
HS Non-Profit	2117-5815-48340	Boys & Girls Club	100,000	5,000	105,000
TOTAL CHANGES				<u>9,667</u>	

SECTION VI. THE FOLLOWING GENERAL GOVERNMENT STATE REVENUE FUND (2117) *EXPENSE DECREASES* ARE HEREBY APPROVED:

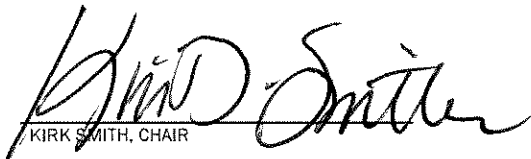
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
General Government Services	2117-5815-48389	NONRECURRING STATE GRANT	10,894	9,667	1,227
TOTAL CHANGES				<u>9,667</u>	

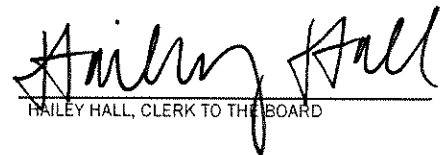
SECTION VII. THE FOLLOWING COURTHOUSE RENOVATION FUND (4836) REVENUE INCREASES ARE HEREBY APPROVED:

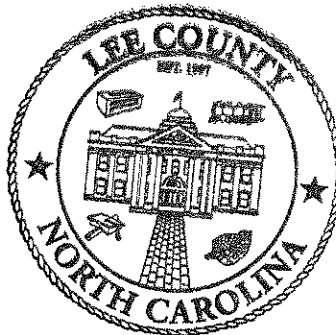
DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Investment Earnings	4836-3920-38100	Investment Earnings	444,352	29,148	473,500
TOTAL CHANGES				<u>29,148</u>	

SECTION VIII. THE FOLLOWING COURTHOUSE RENOVATION FUND (4836) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Capital Projects	4836-8100-46430	Furnishings	39,121	29,148	68,269
TOTAL CHANGES				<u>29,148</u>	


KIRK SMITH, CHAIR


HAILEY HALL, CLERK TO THE BOARD



**LEE COUNTY
BOARD OF COMMISSIONERS**

RESOLUTION SUPPORTING NC DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION LEGISLATIVE REQUESTS FOR INCREASED RECURRING FUNDING FOR JUVENILE CRIME PREVENTION COUNCILS, COMMUNITY PROGRAMS, JUVENILE CRISIS AND ASSESSMENT CENTERS, SHORT-TERM RESIDENTIAL CONTRACT SITES, TRANSITIONAL LIVING PROGRAMS, MEDICAL/MENTAL HEALTH CRISIS UNIT CAPACITY INCREASE, and NC SECURE ALL FIREARMS EFFECTIVELY CAMPAIGN

WHEREAS, the North Carolina Division of Juvenile Justice and Delinquency Prevention (NCDJJD) provides a service array of intervention/prevention programming; clinical and crisis intervention services; residential and transitional living programs; juvenile court and community supervision services; and short and long term facility confinement services that impact Lee County youth and families; and

WHEREAS, the NCDJJD provides community supervision and case management services through Juvenile Court Services that includes referrals to evidence-based local delinquency intervention and prevention programs to reduce recidivism; and

WHEREAS, the overarching mission of NCDJJD and the local Juvenile Crime Prevention Council (JCPC) is to provide diversion programming to ensure the protection of the community and rehabilitation of youth offenders in the least restrictive, most age appropriate way possible; and

WHEREAS, Lee County has a vested interest in ensuring that juveniles receive access to community-based intervention and prevention programs as a first response to (1.) prevent Juvenile Justice system involvement or interrupt Justice system trajectory once involved and (2.) reduce costs incurred by the County to house youth in a secure detention facility; and

WHEREAS, JCPC-funded government and non-profit sectors are experiencing inflation that has outgrown existing legislative JCPC allocations, preventing the County from funding a robust service array of delinquency intervention and prevention services to supplement the County's public safety initiatives; and

WHEREAS, NCDJJD and the County have enjoyed a decades-long partnership and see the value of ensuring that youth and families have access to supportive services provided by JCPC-funded intervention and prevention programs and other programmatic responses in the NCDJJD service array that directly impact Lee County youth and families; and

WHEREAS, the Lee County Government and the JCPC sub-committee have been good stewards of legislative dollars by funding impactful evidence-based intervention and prevention programs; and

WHEREAS, North Carolina is experiencing a rise in gun violence among juveniles, with firearms being the leading cause of death among the juvenile population;

NOW, THEREFORE, BE IT RESOLVED, that Lee County Commissioners support the adequate and timely requests for reoccurring funds for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-term Residential Contract Sites, Transitional Living Programs, and Medical/Mental Health Crisis Unit Capacity Increase, and NC SAFE Campaign that will ensure the immediate and ongoing protection of the community and strengthen rehabilitative services for those juveniles most in need.

Adopted this 3 day of March 2025.


Kirk Smith, Chairman
Lee County Board of Commissioners




Hailey Hall, Clerk
Lee County Board of Commissioners

Conservation Easement Policy

I. Purpose

The purpose of this Conservation Easement Policy is to establish a procedure for landowners seeking Lee County involvement in their conservation easement, either financially or as a party. This policy is not applicable to any landowner who independently seeks a conservation easement with any third party or with the State of North Carolina, without asking for a financial commitment of the County; in those cases, Lee County has no approval, financial responsibility or involvement with the privately negotiated conservation easement.

Conservation easements carry significant implications on future use of the landowner's property, affecting the current landowner and future heirs of the property since they are perpetual. Any interested landowner should consult with an attorney to understand all legal and potential tax implications, prior to inquiring about a conservation easement.

II. Definitions

- a. Agricultural Advisory Board: The Lee County Agricultural Advisory Board is a Board comprised of no less than seven members, appointed by the Lee County Board of Commissioners, with a majority of members being actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This Board approves Voluntary and Enhanced Voluntary Agricultural Districts and make recommendations to the Lee County Board of Commissioners concerning conservation easements.
- b. Agricultural conservation easement: As defined in N.C.G.S. § 106-744(b), an agricultural conservation easement is a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability.
- c. Conservation easement agreement: A voluntary legal agreement between the landowner and another entity that details the limitations and restrictions on the land being burdened by the easement.
- d. Lee County: In this document, Lee County means Lee County Government, a political subdivision of the State of North Carolina.
- e. Lee County Soil and Water Conservation District: is a governmental subdivision of the State of North Carolina, and a public body corporate and politic, with all powers and duties as set in N.C.G.S. § 139-8. The Soil and Water District, pursuant to N.C.G.S. § 139-7.1 is authorized to establish and maintain a special revenue fund for the purpose of maintaining conservation easements, pursuant to

a resolution.

- f. North Carolina Cooperative Extension- Lee County Center: The North Carolina Cooperative Extension is a partnership between NC State University and N.C. A & T University that is dedicated to providing information to the public concerning agriculture, 4-H youth development, food and nutrition, and the environment. N.C. Cooperative Extension of Lee County is the local Lee County office.
- g. Qualified nonprofit conservation organization: A nonprofit, in good standing with the IRS, whose main function is to conserve agricultural land and who qualifies by IRS standards to legally hold conservation easements.

III. Financial Assistance Availability

The Lee County Board of Commissioners may in its discretion allocate funding to assist with offsetting costs related to conservation easements. No funding is guaranteed or inferred either through or by adoption of this policy. During the budget planning process, the Board of Commissioners will review the anticipated allocation of “roll back” on deferred taxes on properties disqualified for present use value. The Board, in its discretion, will then allocate all, a portion, or none of those taxes for the County’s Agricultural Development and Farmland Preservation Program. Any designated funding will be available for costs associated with conservation easements. The funds are discretionary, and at any time the Board can reallocate any funds not otherwise committed to a specific project by action of the Board of Commissioners for any other county purpose. Any funding by Lee County does not impose any duty or liability on the County beyond funding the amount of the agreement. Landowners requiring financial assistance are encouraged to pursue all means of funding sources including State and Federal grant opportunities. The following are two ways Lee County may provide financial assistance for conservation easements with private owners of land in Lee County:

A. Financial Assistance Option 1: The Lee County Soil and Water District may be the holder of the conservation easement. In these cases, a private owner of land in Lee County may request the Lee County Soil and Water District to be the holder of its easement. If this occurs, the Lee County Soil and Water District will consider the request through its policies and/or procedures. The Lee County Soil and Water District would be responsible for maintaining, monitoring and enforcing the easement. The Lee County Soil and Water District may, in its discretion, refuse to purchase a conservation easement. The Lee County Board of Commissioners may authorize funding for actual costs related to a conservation easements approved by the Lee County Soil and Water District following the submission of a request for funding from the landowner in accordance with Section IV. A. of this policy.

B. Financial Assistance Option 2: A qualified non-profit may be the holder of the conservation easement. In this case, the non-profit will be responsible for maintaining, monitoring and enforcing the easement. Easements undertaken by a non-profit organization will

have no affiliation or legal connection to Lee County outside of the potential opportunity for funding assistance set forth herein. The Lee County Board of Commissioners may authorize funding for actual costs related to conservation easements sought by a Lee County land owner via a non-profit organization in accordance with Section IV. B. of this policy.

IV. Approval Process

A. Any landowner requesting Lee County Soil and Water District to be the holder of the conservation easement, must adhere to the following steps:

1. The landowner must submit a request to the Lee County Soil and Water District. If a request is submitted, the Lee County Soil and Water District will consider the request and follow the rules and procedures as adopted by the Lee County Soil and Water District or as set forth pursuant to the authorization of the State of North Carolina. The Lee County Soil and Water District maintains the right to not accept any applications.
2. If the Lee County Soil and Water District agrees to hold an easement, it can request funding through the Board of County Commissioners in the procedure as outlined herein.
3. After the Lee County Soil and Water District makes a determination to recommend a request for funding submitted by a landowner the District may submit the recommendation and forward the landowner's request to the Board of Commissioners for consideration.
4. Upon receipt of the receipt of the recommendation and request, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board of Commissioners may request additional documentation or information from the landowner and/or Soil and Water District. If approved, the Board of Commissioners will enter into a written agreement with the Soil and Water District and the landowner to detail the payment process and use of the requested funds.
5. If no County funding is requested, after an agreement and all details have been negotiated between the Soil and Water District and the landowner, the Soil and Water District may in the interests of tracking conservation efforts across the County, notify Lee County for informational purposes.

B. Any landowner seeking a conservation easement through an approved non-profit that requests financial assistance from Lee County must adhere to the following steps:

1. A landowner who is interested in a conservation easement, shall seek the advice of an attorney and/or a financial advisor to ensure they understand and are aware of all legal implications of a conservation easement on their property.
2. If a landowner voluntarily agrees to move forward with an easement, the owner may seek a qualified non-profit conservation organization to work with the landowner to develop a conservation agreement and funding plan. The non-profit organization shall be

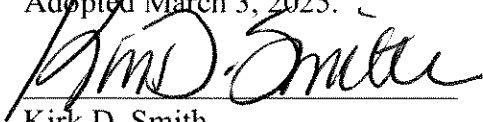
responsible for purchasing, monitoring, and enforcement of the easement. The County and the Lee County Soil and Water District have no responsibility or liability for the contract, private funding, or enforcement of the conservation easement with the non-profit.

3. The non-profit conservation organization, on behalf of the landowner, may request some financial assistance from the County. The organization, with the landowner's consent, shall send written notification to the Lee County Cooperative Extension Director of the specific amount of funding that is being sought from the County and its proposed use.
4. The landowner and non-profit organization's joint request for financial assistance will then be submitted to the Agricultural Advisory Board. The Agricultural Advisory Board has ninety (90) days to convene to consider the financial request. The Board may, in its discretion, require a presentation by the non-profit and may request additional documentation prior to or at its meeting. The financial request must be for costs associated with the easement. The Board may consider factors including, but not limited to, the amount of the funding request, the amount being donated by the landowner, the location of the easement, the amount of outside funding, and/or the number of acres submitted for the easement.
5. The Agricultural Advisory Board must vote on the application and decide either (a) to approve the application and make a recommendation to the Board of Commissioners to fund it with a not to exceed amount, or (b) to deny the application and make no recommendation to the Board of Commissioners.
6. If the Agricultural Advisory Board approves the application, it must submit the recommendation to the Board of Commissioners for consideration at the Board of Commissioners' next meeting.
7. Upon receipt of the recommendation from the Agricultural Advisory Board, the Board of Commissioners shall consider the request at its next available meeting. The Board of Commissioners shall review the request and decide whether to fund the request, deny the request, or modify the amount of funding requested in its sole discretion. The Board may request presentation by the non-profit or landowner and may request additional information in its discretion prior to its decision. If approved, the Board will then enter into a written agreement with the non-profit organization and landowner to detail the payment process and use of the requested funds.
8. If the Agricultural Advisory Board does not approve the easement, the landowner has the right to appeal to the Board of Commissioners. The landowner will have sixty (60) days, from the date of the Agricultural Advisory Board's meeting where the vote was conducted, to submit a written appeal and mail a copy of its notice of appeal to the Clerk for the Lee County Board of Commissioners. The Board of Commissioners will schedule the appeal to be considered at one of its regular board meetings. The non-profit and landowner will have the right to be present and present evidence concerning the conservation easement and the funding request. The decision by the Board is in the Board of Commissioners' sole discretion and there is no guarantee the Board will approve the request. The decision made by the Board is final.

V. Liability

Lee County, the Board of Commissioners, and the Lee County Soil and Water District shall not be liable to the non-profit, landowner, any third-party purchaser, or any other person or entity in connection with the conservation easement or this policy. Lee County's sole liability shall be for funding the specific amount approved by the Board of Commissioners.

Adopted March 3, 2025.

A handwritten signature in black ink, appearing to read "Kirk D. Smith", written over a horizontal line.

Kirk D. Smith

Chair, Lee County Board of Commissioners

**LEE COUNTY
AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION
ORDINANCE**

BE IT ORDAINED by the Board of Commissioners of the County of Lee:

**ARTICLE I
TITLE**

An Ordinance of the Board of County Commissioners of LEE COUNTY, NORTH CAROLINA, entitled "AGRICULTURAL DEVELOPMENT AND FARMLAND PRESERVATION ORDINANCE."

**ARTICLE II
AUTHORITY**

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the N.C.G.S. §§106-735 through 106-744 and Chapter 153A.

**ARTICLE III
PURPOSE**

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and, more specifically, increase identity and awareness in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture, and forestry; and decrease the likelihood of legal disputes, such as nuisance actions, between farm owners and their neighbors. This Ordinance shall repeal and replace the Voluntary Agricultural District Ordinance enacted February 18, 2013.

This Ordinance establishes a Voluntary Agricultural District ("VAD") and Enhanced Voluntary Agricultural District Program ("EVAD"), which provide the following benefits:

- Preserves and maintains agricultural areas in the county.
- Informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, and smells, which may avoid conflicts between neighbors and potential nuisance claims.
- Gives the farming community an enhanced voice in Lee County Commissioners' decisions affecting farmland.

- Conserves open space and natural resources as the county's population and development expand.
- Farmer participation in the program is voluntary and the farmer may terminate his/her participation at any time.

ARTICLE IV DEFINITIONS

The following are defined for purposes of this Ordinance:

Advisory Board: Lee County Agricultural Advisory Board.

Board of Commissioners: Lee County Board of Commissioners.

Chairperson: Chairperson of the Lee County Agricultural Advisory Board.

District: Voluntary Agricultural District as established by this Ordinance.

Nonfarm Use: Any use of land that does not qualify as bona fide farm use.

Conservation Agreement: as defined in N.C.G.S. § 121-35

Voluntary Agricultural District: as defined in N.C.G.S. § 106-738

Enhanced Voluntary Agricultural District: as defined in N.C.G.S. § 106-743.1

ARTICLE V AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners establishes the Lee County Agricultural Advisory Board to implement the provisions of this program.

B. Membership

1. The Agricultural Advisory Board shall consist of no less than seven (7) voting members and an unlimited number of ex officio members. The members of the Agricultural Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to represent, to the extent possible, all segments of agricultural production existing within Lee County.

2. Each Agricultural Advisory Board member, except those serving in an ex-officio capacity, shall be a Lee County resident or landowner.

3. A majority of board membership shall be actively engaged in agriculture as defined in N.C.G.S. § 106-581.1. This determination shall be made without reference to ex-officio members.

4. All members of the Agricultural Advisory Board shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.

5. Additional members may be appointed to the Agricultural Advisory Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count toward quorum requirements. All members shall be appointed by the Lee County Board of Commissioners.

C. Tenure

Agricultural Advisory Board members currently appointed to serve, will continue to serve their terms and any vacancies will be filled by the Lee County Board of Commissioners. All new appointees shall serve terms of four (4) years.

D. Vacancies

Any vacancy of a member appointed by the Board of Commissioners shall be filled by the Board of Commissioners for the remainder of the unexpired term.

E. Removal

Any member of the Agricultural Advisory Board may be removed by the Board of Commissioners upon a majority vote of the Commissioners. No cause for removal shall be required.

F. Advisory Board Procedure

The Agricultural Advisory Board procedures will be established in Bylaws to be established and approved by the Agricultural Advisory Board. The Advisory Board shall use the Lee County fiscal year as its meeting year.

G. Duties of Agricultural Advisory Board

By approval of this Ordinance, the Lee County Board of Commissioners has delegated authority pursuant to N.C.G.S. §106-739(a)(1) to the Agricultural Advisory Board to:

- Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland into the Voluntary Agricultural Districts and make decisions concerning the establishment and modification of Voluntary Agricultural Districts and enroll qualifying farms into agricultural districts.
- Notify Lee County GIS of all established Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts.
- Make recommendations concerning the establishment and modification of Voluntary Agricultural Districts, Enhanced Voluntary Agricultural Districts or Conservation Agreements or Conservation Easements.
- Execute agreements with landowners necessary for the enrollment of land in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District.
- Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of any qualifying farm.
- Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities or way of life within the county.
- Review and make recommendations concerning proposed amendments to this ordinance.
- Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners.
- Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.
- Consider development of a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e) for presentation to the Board of Commissioners.

ARTICLE VI

IMPLEMENTATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Purpose

The purpose of establishing a Voluntary Agricultural District is to increase identity and awareness in the agricultural community and way of life, decrease the likelihood of legal disputes and encourage an interest in the protection of farmland.

B. Participation

Landowners wishing to participate in the Voluntary Agricultural District may apply as provided in this ordinance. Participation is voluntary.

C. General Requirements for Voluntary and Enhanced Voluntary Agricultural Districts

In addition to the requirements in Article VIII below, real property shall meet the following standards to qualify for a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District:

- Be used for bona fide farm purposes as that term is defined in N.C. Gen. Stat. § 160D-903 and
- The District shall contain at least one of the following contiguous acreages of farmland:
 - (a) 1 (one) acre of land in production for horticultural or agricultural purposes or
 - (b) 10 (ten) acres of land for field crops or livestock or
 - (c) 20 (twenty) acres of forestry production with a forestry management plan or
 - (d) In the event a landowner has multiple tracts of qualifying farmland that are eligible and those tracts are located within one mile or less of each other, then they may comprise a Voluntary Agricultural District.
- All Landowner(s) requesting inclusion in the VAD and EVAD shall execute a conservation agreement with the Lee County Agricultural Advisory Board. Said agreement shall be in a form which is reviewed and approved by the Agricultural Advisory Board for the specified type of Agricultural District for which the Landowner is making application.
- The VAD and EVAD programs are completely voluntary, and landowners agree to be bound by the terms of their conservation agreement and this ordinance.
- All conservation agreements for VAD and EVAD must be recorded in the Lee County Register of Deeds.

ARTICLE VII IMPLEMENTATION OF ENHANCED VOLUNTARY AGRICULTURAL DISTRICT

A. Purpose

The purpose of establishing an Enhanced Voluntary Agricultural District is to provide additional benefits to farmland beyond what is available to the Voluntary Agricultural Districts, when the owner of the farmland agrees to a conservation agreement pursuant to N.C.G.S. § 106-743.2. The conservation agreement shall be between the Lee County Agricultural Advisory Board and the landowner and shall be irrevocable for a period of at least ten (10) years from the date of execution. At the end of its term, a conservation agreement shall automatically renew for a term of three (3) years, unless 30 days' advance written notice of termination is given by either party.

B. Requirements of Enhanced Voluntary Agricultural Districts

All provisions above concerning Voluntary Agricultural Districts apply to the Enhanced Voluntary Agricultural District; therefore, all procedural requirements above and all benefits granted to Voluntary Agricultural Districts above apply to the Enhanced Voluntary Agricultural Districts.

C. Additional Benefits of Enhanced Voluntary Agricultural Districts

- a. Property that is subject to the conservation agreement pursuant to N.C.G.S. § 106-743.2 that remains in effect may receive up to twenty-five (25) percent of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under N.C.G.S. § 160D-903. A farmer seeking to benefit from this, shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five (25) percent of its gross sales.
- b. A person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect is eligible under N.C.G.S. § 106-850(b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Article 72 of chapter 106 of the North Carolina General Statutes, for funds to benefit that farmland.
- c. State departments, institutions or agencies that award grants to farmers are encouraged to give priority consideration to any person who farms land that is subject to a conservation agreement under N.C.G.S. § 106-743.2 that remains in effect.

ARTICLE VIII

CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

In order for farmland to qualify for inclusion in a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District, it must be real property that meets all of the following requirements:

1. The real property must be used for bona fide farm purposes, as that term is defined in N.C.G.S. §§ 106-737, 106-743.4(a) and 160D-903.
2. The real property must be managed, if highly erodible land exists on the farm, in accordance with the Natural Resource Conservation Service's defined erosion-control practices for highly erodible land.
3. The real property must be the subject of a conservation agreement as defined in N.C.G.S. §121-35 in accordance with N.C.G.S. § 106-737 and §106-743.4 between the county and

the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable municipal and county zoning and subdivision regulations. The form of the conservation agreements shall be approved by the Agricultural Advisory Board created under N.C.G.S. § 106-739.

4. The real property must be located in the unincorporated area of Lee County, unless a municipality of the County has by resolution requested that this Article be applicable within that municipality and such request has been formally granted by Lee County.

ARTICLE IX

CONSERVATION AGREEMENTS FOR VAD AND EVAD

For purposes of this program, “conservation agreement” means a right, whether or not stated in the form of a restriction, reservation, easement, covenant or condition, in any deed, will or other instrument executed by or on behalf of the owner of land or improvement thereon or in any order of taking, appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use, to forbid or limit any or all (i) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, (ii) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials, (iii) removal or destruction of trees, shrubs or other vegetation, (iv) excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, (v) surface use except for agricultural, farming, forest or outdoor recreational purposes or purposes permitting the land or water area to remain predominantly in its natural condition, (vi) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or (vii) other acts or uses detrimental to such retention of land or water areas.

Conservation Agreements as required by N.C.G.S. §§106-737 and 106-743.2 and defined in N.C.G.S. §121-35 suited to each district type (VAD or EVAD) must be executed for participation in the program for VAD and EVAD. All Conservation Agreements must be recorded with the Lee County Register of Deeds.

ARTICLE X

APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Requirements to participate

In order for farmland to qualify for a VAD and EVAD, it must be real property that meets all of the following requirements in Article VI-C above:

B. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program or Enhanced Voluntary Agricultural District by submitting an application to the Lee County Cooperative Extension. The application shall be on forms provided by Lee County Cooperative Extension and approved by the Agricultural Advisory Board and shall designate whether the application is for VAD or EVAD.

C. Approval Process

Upon receipt of an application, the County Extension Director will forward copies to the members of the Agricultural Advisory Board and all ex officio members for their evaluation.

The Agricultural Advisory Board shall meet within ninety (90) days of receipt of a completed application to determine if the application meets the minimum requirements established by this ordinance. The chairperson shall notify the applicant by first class mail of approval or disapproval within fifteen (15) days.

D. Appeal

If the Advisory Board determines an application does not meet the requirements of this ordinance, the applicant shall have sixty (60) days to appeal the decision to the Lee County Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

**ARTICLE XI
NOTIFICATION AFTER ESTABLISHMENT**

A. Public Awareness

Upon approval of a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, the County Extension Director shall provide notification of said District to the following:

- Notification shall be mailed to the property owner / applicant by first class mail, to the Lee County Register of Deeds, the Lee County Tax Office and Lee County GIS Department.
- The Lee County Tax Department/GIS Mapping shall maintain maps of approved Districts within the Lee County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half (1/2) mile of the property line of any tract of land enrolled in a VAD or EVAD.
- The mapping information shall provide notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one half (1/2)

mile of the property line of any tract in a VAD or EVAD. This mapping information may be viewed by accessing the Lee County GIS website.

- In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this ordinance.
- In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or VAD or EVAD as defined in this Ordinance.
- In no event shall any cause of action arise out of the failure of a person licensed under N.C.G.S. Chapters 93A or 93 E for failure to report to any person the proximity of a tract to a qualifying farm or VAD or EVAD.

B. Signage

Lee County may, in its discretion, place signs identifying approved VAD or EVAD along major roads that pass through or next to those districts. Members of the Voluntary or Enhanced Voluntary Agricultural Districts have the privilege of posting signs on their individual farms denoting their Agricultural District membership. Signs must be placed on the landowner's property outside of any right-of-way or easements and shall conform to Chapter 11, Sign Regulations, of the Lee County Zoning Ordinance.

ARTICLE XII REVOCATION AND ENFORCEMENT, TRANSFER OF LAND, AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

For VAD: A landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to this ordinance by providing thirty (30) days advance written notice to the Agricultural Advisory Board. The Agricultural Advisory Board may revoke a landowner's participation in the Voluntary Agricultural District based on noncompliance by the landowner by giving the landowner thirty (30) days advance written notice. Revocation shall result in loss of qualifying farm status. A landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Voluntary Agricultural District program.

For EVAD: Conservation Agreements for land in EVADs are irrevocable for a period of ten years. Enforcement of the terms of the conservation agreement may be through an action for injunctive relief and/or damages in the General Courts of Justice for Lee County, North Carolina. The County may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the conservation agreement. The right to terminate program benefits is in addition to any legal rights that the County may have under either this Article or the terms of the applicable conservation agreement. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Agricultural Advisory Board shall revoke the EVAD conservation agreement for cause, the landowner may appeal any revocation by the Agricultural Advisory Board applicant by giving written notice to the Lee County Board of Commissioners within sixty (60) days of the written Notice from the Agricultural Advisory Board. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final. A notice of revocation shall be recorded with Lee County Register of Deeds sufficient to provide notice that the land has been withdrawn from the Enhanced Voluntary Agricultural District program.

B. Transfer of Land

For VAD: Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale, or gift shall not revoke the Conservation Agreement unless the land no longer meets the requirements contained in this ordinance. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

For EVAD: Transfers of land in an Enhanced Voluntary Agricultural District due to the death of the landowner, sale, or gift shall not revoke the conservation agreement. The conservation agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the conservation agreement.

C. Renewal of Conservation Agreements

For VAD: Conservation agreements for VADs shall automatically renew for subsequent ten (10) year terms unless either the landowner or the Agricultural Advisory Board provides written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

For EVAD: Conservation agreements for EVADS shall automatically renew for an additional three (3) years in perpetuity, unless the landowner or the Agricultural Advisory Board provides

written notice to the other party at least thirty (30) days prior to the expiration of the conservation agreement.

D. Term

For VAD: The duration of a VAD conservation agreement shall be for ten (10) years.

For EVAD: The duration of an EVAD conservation agreement shall be irrevocable for ten (10) years.

**ARTICLE XIII
PUBLIC HEARINGS ON CONDEMNATION OF FARMLAND**

A. Purpose

Pursuant to N.C.G.S. §106-740, no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a Voluntary Agricultural District or an Enhanced Voluntary Agricultural District until such agency or unit has requested the Agricultural Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

Upon receiving a request to hold a hearing on the proposed condemnation, the Agricultural Advisory Board shall publish notice describing the proposed action in the appropriate newspaper of Lee County within ten (10) business days of the request and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty (30) days of receipt of the request.

The Agricultural Advisory Board shall meet to review:

1. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved.
2. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Agricultural Advisory Board shall consult with the Cooperative Extension Agricultural Agent(s), Natural Resources Conservation Service District Conservationist, and any other individuals, agencies, or organizations deemed by the Agricultural Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Agricultural Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The

report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition by condemnation.

5. There will be a period of ten (10) days allowed for public comment on the report of the Agricultural Advisory Board.
6. After the ten (10) day period for public comment has expired, the Agricultural Advisory Board shall submit a final written report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the acquisition by condemnation.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision-making body of the agency proposing the acquisition shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Agricultural Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

C. Stay of condemnation action

The State, local government agency or governmental unit proposing to acquire property by condemnation may not formally initiate condemnation action while the proposed condemnation is properly before the Agricultural Advisory Board.

ARTICLE XIV

SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Major and minor subdivisions shall include a designation on all final subdivision plats, the existence of any and all Voluntary Agricultural and Enhanced Voluntary Agricultural Districts within one-half (½) aerial miles of the proposed development.

ARTICLE XV

COUNTY LAND-USE PLANNING

A. Duty of the Agricultural Advisory Board

It shall be the duty of the Agricultural Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners has delegated the authority to oversee county land-use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of Voluntary Agricultural Districts with the county's land-use planning activities and the county's land-use plan if one currently exists at the time this is enacted or when one is formed.

ARTICLE XVI
CONSULTATION AUTHORITY

The Agricultural Advisory Board may consult with North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Agricultural Advisory Board deems necessary to properly conduct its business.

ARTICLE XVII
NORTH CAROLINA AGENCY NOTIFICATION

At least annually, Lee County Cooperative Extension **shall** submit a written report to the Office of the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

- Number of landowners enrolled
- Number of acres enrolled
- Number of acres certified during the reporting period
- Number of acres denied during the reporting period
- Number of acres for which applications are pending
- Copies of any amendments to this Ordinance
- Any other information the Advisory Board deems useful
- A copy of this report is available to the Board of Commissioners, Lee County Soil and Water Conservation District, Lee County Tax Department/GIS Mapping, Lee County Planning and Zoning Department and Lee County Forest Service.

ARTICLE XVIII
CONSERVATION EASEMENTS

The County will establish a policy governing landowner requests for conservation easements and will encourage and promote conservation easements in its educational materials.

**ARTICLE XIX
LEGAL PROVISIONS**

A. Severability

If any article, section, subsection, clause, phrase, or portion of this is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Lee County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

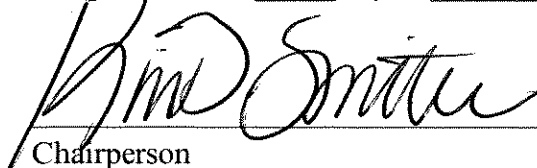
D. Notice

A copy of this ordinance, once adopted, shall be recorded with the Commissioner of the N.C. Department of Agriculture and Consumer Services.

**ARTICLE XX
ENACTMENT**

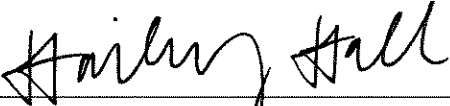
The Lee County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this the 3 day of MARCH, 2025.


Chairperson

ATTEST:




Clerk to Board of Commissioners

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between the **City of Sanford and Lee County**.

WITNESSETH

THAT WHEREAS, the City of Sanford Parks Department is holding a July 4, 2025 celebration at the City’s portion of Kiwanis Family Park, located at 1800 Wicker Street; and

WHEREAS, the City of Sanford’s July 4 celebration is set to be held on July 4, 2025 date from the hours of 12:00 p.m. until event cleanup has been conducted by the City; and

WHEREAS, the County’s Parks and Recreation Department is not co-sponsoring the event and will not have staff located at the event; and

WHEREAS, the City of Sanford has requested to use a portion of the County’s owned park to discharge fireworks for its event; and

NOW, THEREFORE, the City of Sanford and Lee County agree to the following terms and conditions:

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The City of Sanford is responsible for promoting the event and ensuring the promotion does not include Lee County Government as a sponsor in any way.
2. The City of Sanford is wholly responsible for ensuring proper traffic control for people entering and exiting the Park, both during the event, and prior to the event. If the event starts while the County’s portion of the park is still open to the public, the City must ensure visitors of the County park can exit the park prior to the start of the City’s event.
3. The City has worked with County staff to request the fireworks launch pad to be the grassy area across the bridge at the entrance of the County’s walking trails. The launch pad will be fully enclosed and closed off to any persons not working with the fireworks vendor at all times. The grassy area has the Library’s Story Walk and outdoor fitness equipment. The pad is expected to be set up in the vicinity of the equipment. The City will ensure that no damage occurs to any County structures erected at the park and will replace any damaged items at City’s expense.
4. The City is requesting to begin setting the launch pad site around noon the day of the event. As such, the County will close its park no later than noon to ensure the City has sufficient time to set up the barriers surrounding the launch site. City staff must barricade all trail entrances to the fireworks launch pad. City must ensure no member of the public can walk into the area where the fireworks will be launched or might land.

5. The City must receive all necessary permits to discharge the fireworks and pyrotechnics and provide a copy to the County. The City must purchase the fireworks from a fully licensed vendor. The City must also require the vendor to include the County as an additional insured on the insurance procured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement. The vendor must be a professional firework company trained, experienced and North Carolina licensed for the pyrotechnics selected. The Vendor and all on-site assistants for the vendor must be permitted or on-site certified, including all subcontractors. No personnel on-site shall be under the influence of any alcohol, narcotics or any medication that could adversely impact judgment, mobility or stability.
6. The City must provide a copy of the fully executed agreement with the fireworks vendor to the County once the contract has been fully executed, but at least sixty days prior July 4, 2025. The City must also provide a full site map showing where each event will take place, including any designation of street closures, designation of parking for the event, and designations of where the trails will be barricaded so no citizen/pedestrian can enter near the launch site. This map must be provided to the County at time of signing this MOA.
7. The City, and/or fireworks vendor, shall also list the County as an additional insured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement.
8. After the event begins, but before discharging the fireworks, the City must ensure the weather is appropriate. It must confer with its fire department, the City Fire Marshall, and the County Fire Marshall. If the weather is not in good condition for discharging fireworks, the City shall not discharge the fireworks, and will forgo using the County's property, unless another agreement is executed between the two parties. The City recognizes and acknowledges there are many trees located where they have requested to shoot the fireworks and if the conditions of the trees make it unsafe to shoot the fireworks, the City shall forgo the fireworks for the event. City staff shall use reasonable care when deciding whether to discharge the fireworks based on the safety of its employees, the attendees, and potential damage to the park property.
9. After the event ends, the City shall clean the site of where the fireworks were discharged, and all County property used during the event. This includes the County's park trails and parking lots. This clean up should include any and all trash left by attendees. The fireworks discharge pad shall be restored to the same condition or better condition as to before the event began. The City also agrees to timely clean its own property and parking lot area from any debris after the event.
10. If any debris or ashes are blown off the launch site, the City is responsible for this clean up as well. The City must keep watch of the site pad for twenty-four hours after the discharge of the fireworks to make sure no flown embers creates a fire on City or County property.

11. The City shall provide appropriate emergency, EMS, and law enforcement personnel at the event at its own expense.
12. The City shall immediately notify the County of any damage to County property that occurred during the event, and the City will be responsible for fixing any and all damage to the County property to the same condition or better condition as to before the event began.
13. The City of Sanford is solely responsible for any and all liability in connection with this event, and to the extent allowed by law, fully indemnifies and holds Lee County, its officers, agents and employees harmless from any and all liability for any actions, subcontractor disputes, damages, liabilities, costs, injuries, fires, explosions, or any other claims of any kind, directly or indirectly, relating to this event or to the discharge of fireworks or to the debris/ash from the fireworks.
14. Lee County is in no way responsible for the administration and supervision of the City of Sanford's officers, employees, agents or subcontractors, which are stipulated are not officers, employees or agents of Lee County.
15. If prior to the start of the event, the event is postponed due to weather, the City staff shall work with County staff to determine a date satisfactory to the County's Parks and Recreation Director, and all terms of the agreement will remain in effect until the end of the event on the newly scheduled date. If the parties cannot mutually agree on a date, the request must go to the Board of Commissioners who will retain full decision-making authority on a newly scheduled date.

This Agreement is effective upon the signatures of the officials listed below.

Signatures and Dates


Kirk Smith, Chair Board of Commissioners

3 March 2025
Date


Rebecca Wyhof Salmon, Mayor City of Sanford

2/18/2025
Date



Contract for Display of Fireworks

This contract for the display of Fireworks by Munnerlyn Pyrotechnics, (herein "Display Operator") to be provided to the **City of Sanford (NC)** on **07/04/2025**. The parties agree to the following:

Recitals

WHEREAS the Display Operator is a for profit entity organized under the laws of the State of South Carolina; and,

WHEREAS Clients are **City of Sanford (NC)**, organized under the laws of the **State of North Carolina** ; and,

WHEREAS Display Operator maintains its offices 924 Holder Rd. Batesburg, SC 29006; and,

WHEREAS the Display Operator desires to provide a display of **Fireworks** for Client to be held the day of **07/04/2025**.

Terms and Conditions

I. Definitions

FIREWORKS DISPLAY: Shall mean an entertainment feature(s) where the public or a private group is admitted or permitted to view the display or discharge of either display fireworks, consumer fireworks, proximate or theatrical fireworks or any combination thereof.

SET UP OF DISPLAY: Shall mean the provision of all equipment necessary to perform the fireworks display based upon the type and number of fireworks to be used and if any choreography. Said equipment may, but not necessarily include, mortars, mortar racks, electric firing systems, any and all cabling for said system, lighting, trucks/vehicles and music. It specifically excludes sound systems unless agreed upon in Section II(2).

TEAR DOWN OF DISPLAY: Shall mean the removal of all equipment that was "Set Up", as defined above, by the Display Operator. This includes a search of the fall out area of any "dud" fireworks and the removal of said duds.

CLEAN UP OF DISPLAY: Shall mean the removal of paper, cardboard, debris and other fireworks refuse located in, on or about the discharged site. **It does NOT include any areas that were open, accessible or occupied by the public and/or spectators or the fallout area.**

FIREWORKS DISPLAY SITE SECURITY: Shall mean the areas that include the fireworks discharge location, the designated fallout area, separation distance, all as defined in this section.

DISCHARGE SITE: Shall mean the area immediately surrounding the fireworks mortars, multi-shot cakes or other firework items to be used in the fireworks display.

FALLOUT AREA: Shall mean the designated area in which debris is intended to fall after a firework device is fired.

RAIN DATE: Shall mean an agreed alternative date for the fireworks display to be conducted due to unsafe, as determined by Display Operator, weather conditions. **TBD**

SEPARATION DISTANCE: Shall mean the distance from the fireworks mortars, multi-shot cakes or firework items to the spectator area.

VENUE: Shall mean the location, place, locale, or site of the display.

II. Fireworks; Fog; Cryo Display

1. The display operator agrees to provide a **Firework** display as per the proposal submitted to the Client on the date of **07/04/2025**. or the rain date as the parties agree.

III. Display Operator Duties and Responsibilities:

1) Maintain a certificate of insurance for the display that meets or exceeds state and or local required minimums.

a) The Client shall be listed as an additional insured. Additionally, the Client requests Lee County and Donald R. Simpson Estate be added as well.

b) The fireworks display venue shall also be listed as an additional insured.

c) The insurance certificate shall be maintained by the Display Operator and will make it available to the Client upon request.

d) The certificate of insurance shall only be for any incident or liability caused by the Display Operator that is directly related to the setup, storage, discharge or cleanup of the fireworks used in the fireworks display.

2) The Display Operator agrees to provide the following initialed services under this Contract:

☒ Set up of Firework Display /Cryo/Fog display

☒ Tear down of Firework Display/Cryo/Fog display

☐ choreography for fireworks display

☒ clean up of fireworks display area

-cleanup of the immediate display area shall be completed following each shoot starting 15 minutes after last shell has gone off

☐ provision of security for fireworks display site for spectators

☐ provision of audio/sound system

☒ obtain fireworks display permit or other required government authorization to conduct the fireworks display

If a specific service is not marked, it will not be provided by the Display Operator.

3) Should the Display Operator wish to leave live material at the display site overnight or during setup, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the fireworks display set up and all related costs for said security shall be the responsibility of the Display Operator.

4) It is understood and acceptable by both parties that the industry standard of no more than 2% of the total number of fireworks shells utilized in a display may not fire or be used in the display for whatever reason and those unused shells shall not reduce the contract price of the show.

5) In the event of a rain delay or discontinuation of the show, the client will be responsible for any incurred costs. No additional cost other than the deposit will be incurred if the show is delayed with a 96-hour notice and rescheduled for a future date within the 2025 calendar year. If canceled after 96 hours, but before the day of the shoot, then the client will only incur any expenses incurred by the display operator for show preparation to include permit fees and transportation costs. If the show is delayed after setup has begun or is complete, then the client will have to pay for laborers (Not to exceed \$25 per hour per person on-site) until the show can be shot the following day. If the show is delayed and ultimately not shot, the client is responsible for paying the remaining amount that was originally agreed upon at contract execution. (*Special Note* For safety reasons, once shells have been dropped it is unsafe to remove them from the tubes. For this reason, if the shells are dropped, they will be shot within 24 hours regardless of weather conditions)

IV. Client Duties and Responsibilities:

1) In consideration of the fully adhered to and completed above stated conditions, the **Client agrees to pay the Display Operator the sum of \$15,250.00 (\$15,000 Show Cost + \$250.00 Permit Fee) for a display to be performed on, 07/04/2025. A non-refundable deposit of \$7,625 shall be made upon execution of this contract. The rest shall be paid out on 07/04/2025 or following the completion of the show. This cost may change due to unforeseen changes to permitting fees,** which will be included in the final invoice unless otherwise agreed upon. Permitting fee costs are subject to the jurisdiction of the event. Final invoice shall be sent out following completion of the display

2) Failure of the Client to pay agreed upon fee within 30 days from date of invoice will subject the Client to payment of interest charges not to exceed 5% per month.

3) The Client agrees to provide the following initialed services as Display Operator is NOT providing these services:

☒ clean-up of fireworks display site (outside of discharge area)

☒ provide fireworks display site security (meaning the client using any means they see necessary to protect the fallout zone and prevent entrance before, during , and immediately following the display for at least 15 minutes from the last shell that fires)

☒ provide audio/sound system

☐ obtain fireworks display permit or other required government authorization to conduct the fireworks display

4) The Client agrees to hold harmless and defend Display Operator from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations. The Client agrees to be held financially responsible for the operator and the operator's helpers should injury or incident occur resulting from something that is the city's responsibility and not relating to the contractual duties of the operator. Nothing in this provision shall be interpreted as a waiver of the City's sovereign immunity rights under North Carolina law.

5) The Contractor shall protect, defend, indemnify, save and hold harmless the Town, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur in any way arising from the display due to the negligent act or omission of the Contractor, its agents or employees. This indemnification shall survive any expiration or termination of this Agreement.

VI. Miscellaneous

1) Parties agree that any litigation arising from this contract shall be brought in a court of competent jurisdiction within the **State of North Carolina** and that the laws of the **State of North Carolina** shall control any and all claims, disputes, litigation, and interpretation related to this contract.

2) At the conclusion of any litigation arising from this contract, the party found to be in breach of the contract shall be responsible to the other party for all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses and all damages incurred by the other party.

3) Any amendments, changes, or modifications to the terms specified by this contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties.

Date_____

For the Munnerlyn Pyrotechnics, Inc.:

Printed name:_____

Title:_____

For the Client:

Printed name:_____

Title:_____

Holder's Full Name: Timothy Brown

Business Name: Munnerlyn Pyrotechnics

Government ID By: North Carolina

Government ID Type: Driver License

ID Number: *****2985



License Number: 4197

License Type: 1.3G Pyrotechnic

License Level: Operator

License Status: Valid

Expiration Date: 05/31/2027

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MUNNERLY PYROTECHNICS, LLC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 924 Holder Rd. 6 City, state, and ZIP code Batesburg, SC, 29072 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6	-	3	2	2	5	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Christopher Munnerlyn</i>	Date 3/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

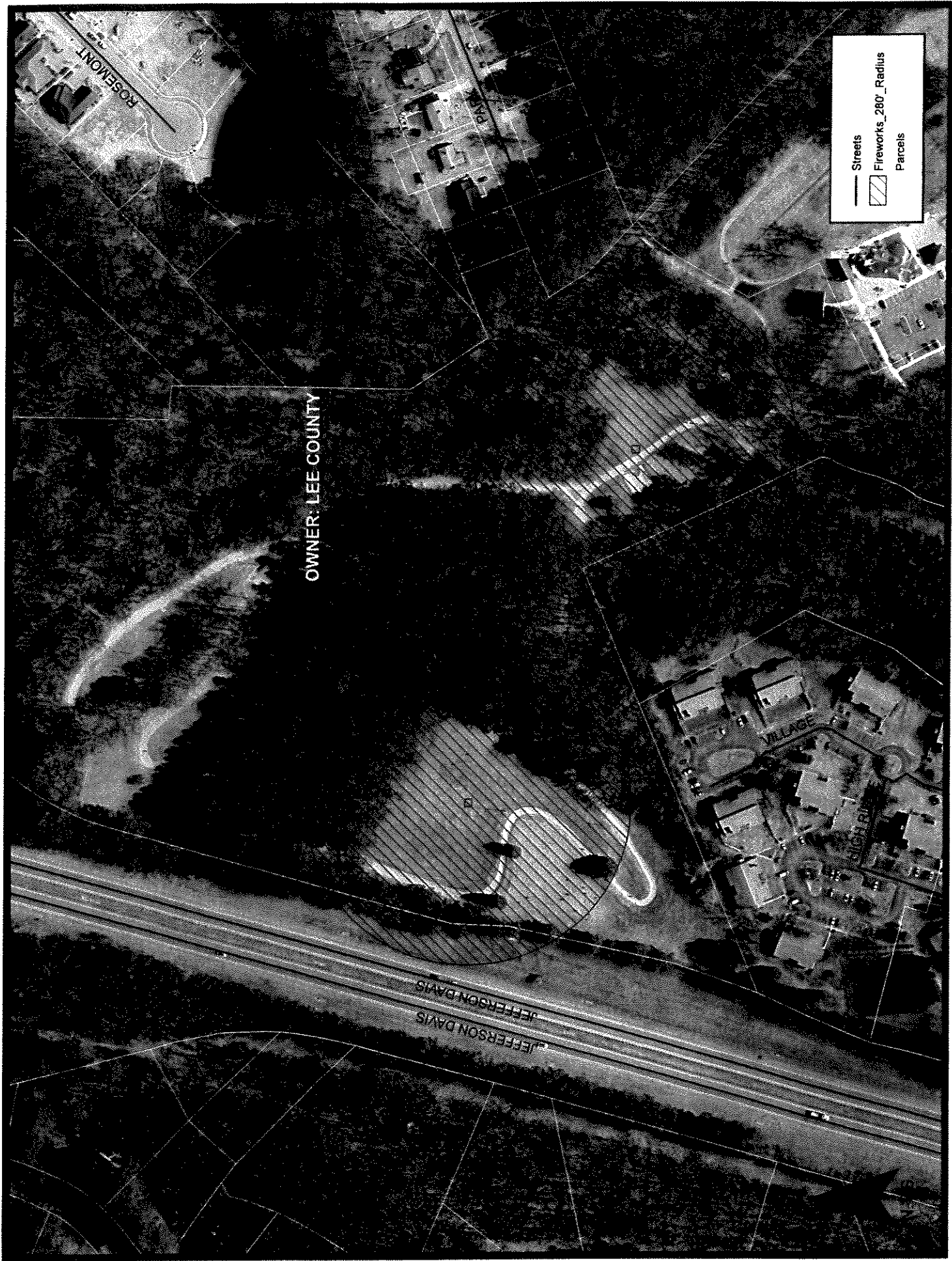
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Streets

Fireworks_260'_Radius

Parcels

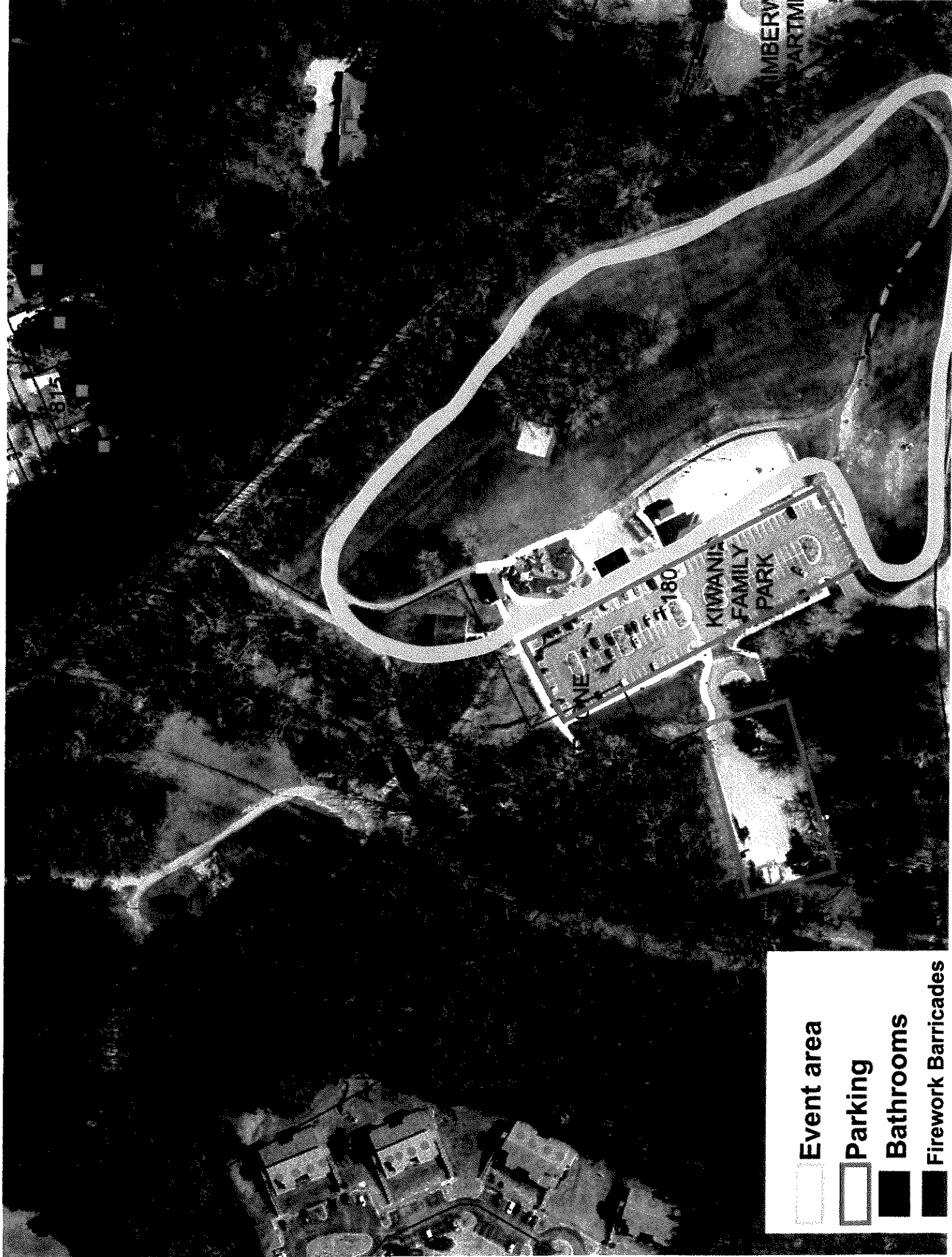
OWNER: LEE COUNTY

JEFFERSON DAVIS

JEFFERSON DAVIS

VILLAGE

ROSEMONT



Event area

Parking

Bathrooms

Firework Barricades



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101														
INSURED Munnerlyn Pyrotechnics 808 Highway 378 STE A Lexington SC 29072	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : Axis Surplus Lines Insurance Co.</td><td>26620</td></tr><tr><td>INSURER D : Liberty Insurance Corporation</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Axis Surplus Lines Insurance Co.	26620	INSURER D : Liberty Insurance Corporation		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 843487640**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S18ML02549-231	4/29/2023	5/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00294-231	4/29/2023	5/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			P-001-000875153-02	4/29/2023	5/29/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	WC5-39S-742832-033	5/18/2023	5/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**LEE COUNTY PARKS AND RECREATION
SEASONAL FACILITY USE POLICY
LEE COUNTY ATHLETIC PARK**

The objective of the Facility Use Policy shall be to:

- Provide an organized manner to allow for reservation of athletic fields for organized youth and adult sport events.
- The policy is adopted to ensure fairness for access to all athletic fields at the Athletic Park.
- Minimize wear and prevent overuse and to prevent additional maintenance costs of County owned property, above normal wear and tear of the facility.
- Provide a quality product and service to our recreation partners, while recognizing the importance of the County's strong and vibrant Parks and Recreation Department.

General Use of the Facilities

- Organizations providing youth and adult events can apply to use Lee County owned property at the Lee County Athletic Park to facilitate these events.
- The organization must contact the Lee County Parks and Recreation Department (LCPR) by the date listed below to ensure reservation of a facility for a season.
- Any reservation agreement entered into with the County concerning this facility will be no longer than one year, and all agreements will give the County the right to terminate for any reason with ninety (90) days' prior written notice.
- The Parks and Recreation Department will follow a priority classification policy to ensure that all organizations are treated fairly during the reservation period and to ensure no group receives preferential treatment.
- The organization must pay for the reservation, as set out in the fee schedule, when the reservation is made, or according to their reservation agreement. The organization must sign and execute a reservation agreement prior to utilizing the complex.
- Organizations that are interested in one day or two-day rentals of the facilities shall follow the LCPR reservation procedure through LCNCPR.recdesk.com.
- All organizations are responsible for working together with the Lee County Parks and Recreation staff to ensure the reservation period for facility use occurs in a positive manner that does not disrupt Parks and Recreation programs. The Parks and Recreation Department understands the importance of allowing other organizations to utilize the fields, and outside organizations must understand the importance of a robust Parks and Recreation program, which offers affordable services to all residents and visitors of the County.

Priority Classification

- Due to the potential for a large number of organizations to request usage of the Lee County multi-sports fields, it is necessary to define and classify users by the type of

activities and establish a reservation priority that the Parks and Recreation staff can utilize to ensure the Lee County fields are being used to meet the needs of the community.

- Priorities are listed below:
 - Priority 1: Lee County Parks and Recreation Department sponsored programs and events take precedence over all outside organizations. Parks and Recreation staff will do their best to schedule programs and events in a way that allows other organizations the opportunity to also utilize the property.
 - Priority 2: Lee County non-profit athletic organizations and any local educational units, including Lee County Schools, charter schools, private schools and Community College. Non-profit organizations must provide written proof of non-profit status (as granted by the IRS). Since most reservations will fall into this category, the number of Lee County participants served will also be factored into the priority of use among these groups.
 - Priority 3: Lee County residents and Lee County based business and commercial organizations (for profit) that have Lee County headquarters as evidenced by the organization's mailing address.
 - Priority 4: Non-Lee County organizations, groups, businesses and individuals seeking use of facilities for athletic events.

Scheduling Process

- All reservation requests should be received by the dates that correspond to the requested season of use. All reservations will be reviewed for consideration and scheduled immediately following the due date referenced below:
 - Spring season (February-May): First Monday in November
 - Summer season (June-August): First Monday in January
 - Fall season (September-November): First Monday in March
- Lee County reserves the right to close the fields at any time with any amount of notice due to field maintenance, adverse weather or other unforeseen occurrence.
- When Lee County, in its sole discretion determines the fields should be closed for field maintenance, the Parks and Recreation staff will try to limit disruption of reservations. However, from time to time, maintenance may interfere with activities. If this occurs, the organization will receive a credit for their portion of payment for use of the field.

Reservations will be made in order of the priority classification; however, the following considerations may also be taken into account in any order, when determining what organizations should have access to certain fields and for certain durations:

- Field condition at the beginning of the season-consideration of use will be based on the current condition of the field and the anticipated wear and tear of the field by the organization.
- Number of Lee County residents served.
- Previous relationship with Lee County and if the organization is in good standing with Lee County.

- An organization's resources that are available to assist Lee County with maintenance or other operational expenses.
- The timing of the request as requests are considered in the order in which they are received.
- Review of the organization's mission and goals to determine ways in which it will contribute to further the mission and goals of Lee County.
- Facility use requests will be reviewed and approved only for current corresponding seasons. Future facility use will not be accepted or approved.
- Tournament and event facility use requests will be considered based on field conditions, scheduled field maintenance and closings, staffing considerations, logistics, etc. and may be made in advance.
- Each organization will be required to follow any all rules and regulations governing the Athletic Park and must ensure its participants also follow all rules and regulations.
- Each organization will also be required to sign a reservation agreement with the County before being allowed to utilize any fields.
- Facility use request submittals do not guarantee approval by Lee County.

Approved February 3, 2025.

A handwritten signature in black ink, appearing to read "Kirk D. Smith", written over a horizontal line.

Kirk D. Smith, Chair

Lee County Board of Commissioners

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE LEE COUNTY, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from William Gordon to rezone two adjoining tracts of land located to the rear/west of 3211 Hawkins Avenue, 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) and identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, from Light Industrial (LI) to Residential Agricultural (RA); and,

WHEREAS, said request has been presented to the Planning Board of Lee County; and

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on February 17, 2025 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the Lee County Board of Commissioners approves the request to amend the Official Zoning Map of Lee County;

NOW, THEREFORE, BE IT ORDAINED BY THE LEE COUNTY BOARD OF COMMISSIONERS:

The Official Zoning Map is hereby amended to rezone two adjoining tracts of land located to the rear/west of 3211 Hawkins Avenue, 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) and identified as Lee County Tax Parcels 9644-47-1938-00 and 9644-47-2965-00 as depicted on Tax Map 9644.01, from Light Industrial (LI) to Residential Agricultural (RA). See Exhibit A.

In making this decision, the Lee County Board of Commissioners hereby determined that the request is not consistent with the *Plan SanLee* land use designation of Maker District because this place type does not include industrial zoning or industrial land uses. The request is, however, reasonable given the location of the site on Sunset Drive within an older residential subdivision that was not fully developed.

ADOPTED this the 3rd day of March 2025.

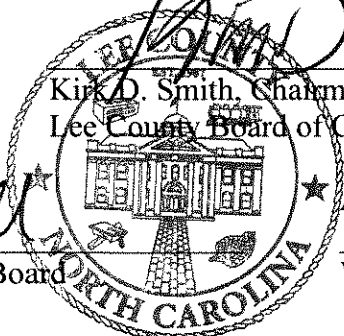

Kirk D. Smith, Chairman
Lee County Board of Commissioners

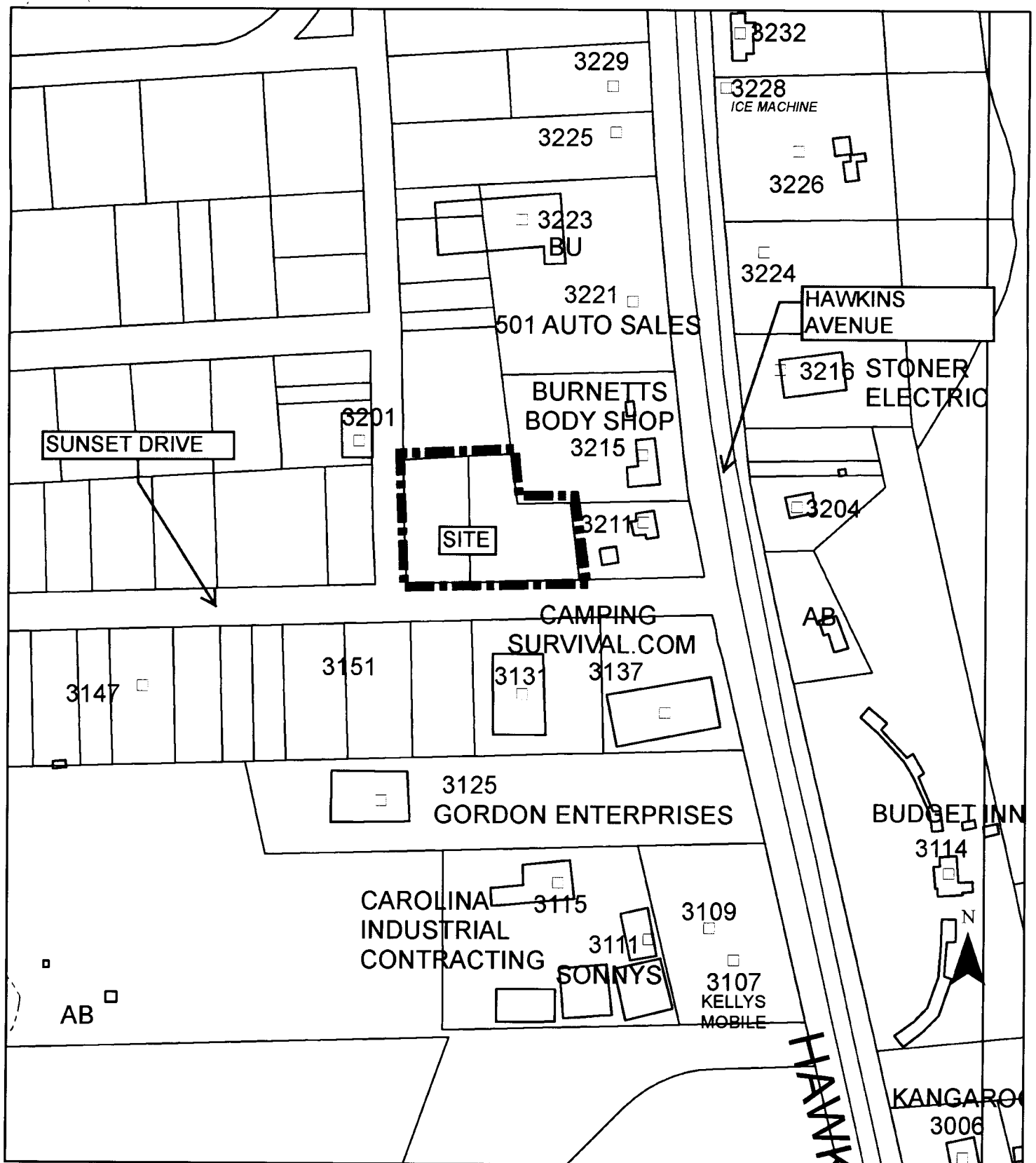
ATTEST:


Hailey Hall, Clerk to the Board

APPROVED AS TO FORM:


Whitney Parrish, Lee County Attorney





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.

NORTH CAROLINA, LEE COUNTY

Presented for registration on this 24th day
of April, 25 at 3:20 AM/PM
recorded in Book 39 Page 500
Pamela G. Britt, Register of Deeds