

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

**REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS**
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

January 7, 2019
6:00 P.M.

A G E N D A

CALL TO ORDER – Commissioner Amy Dalrymple, Chair

INVOCATION – Commissioner Kirk Smith

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

- II. APPROVAL OF CONSENT AGENDA** (All items listed below are routine and will be approved by one motion. No separate discussion will be held except by a request of a member of the Board. Any item removed from the Consent Agenda will be considered individually as a part of the regular agenda).
- A. Minutes from the December 17, 2018 Regular Meeting. (Pages 1-7)
 - B. Request from the Health Department to accept Child Health funding in the amount of \$5,005. (Pages 8-14)
 - C. Budget Amendment # 01/07/19/09. (Pages 15-16)

III. PUBLIC COMMENTS

IV. OLD BUSINESS

- A. Request for approval of Lee County Promise Memorandum of Understanding with Central Carolina Community College. – John Crumpton/Whitney Parrish (Pages 17-23)
- B. Consideration of an offer to purchase property located at 2055 Long Point Trail PIN 9670-14-1084-00, Lee County, North Carolina. – Whitney Parrish (Pages 24-35)
- C. Consideration of a zoning map amendment (rezoning) request for 3284 Farrell Road. – Amy McNeill (Pages 36-49)

V. NEW BUSINESS

- A. Consideration of appointment of Rebecca Hunter to the Lee County Library Board of Trustees. – Beth List (Pages 50-53)
- B. Request from the Sanford Lee County Regional Airport Authority to access funds from the Airport Reserve Fund for Capital Project Improvements at the Airport. – John Crumpton (Pages 54-64)

VI. MANAGERS' COMMENTS

VII. COMMISSIONERS' COMMENTS

ADJOURN

ITEM #:
II. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Minutes from the December 17, 2018 Regular Meeting

DEPARTMENT: Governing Body

CONTACT PERSON: Jennifer Gamble, Clerk to the Board

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve Minutes from the December 17, 2018 Regular Meeting
BUDGET IMPACT	N/A
ATTACHMENTS	"Draft" copy of the December 17, 2018 Minutes
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Minutes from the December 17, 2018 Regular Meeting
SUMMARY	

A "draft" copy of the Minutes from the December 17, 2018 Regular Meeting have been prepared for approval. Attachments referenced in the Minutes are available for review in the Clerk's Office located at 408 Summit Drive, Sanford, NC. Once approved, Minutes will be recorded at the Lee County Register of Deeds Office.



Committed Today for a Better Tomorrow

REGULAR MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
106 HILLCREST DRIVE
SANFORD, NORTH CAROLINA 27330

DECEMBER 17, 2018

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 6:00 P.M. in the Commissioners Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present when the meeting was called to order were Amy M. Dalrymple, Arianna Del Palazzo, Kevin C. Dodson, Dr. Andre Knecht, Robert T. Reives, Cameron W. Sharpe, and Kirk D. Smith. Staff in attendance included County Manager John Crumpton, Assistant County Manager/Finance Director Lisa Minter, County Attorney Whitney Parrish, and Deputy County Attorney/Clerk to the Board Jennifer Gamble.

Chair Dalrymple called the meeting to order and the following business was transacted:

Commissioner Dodson requested a moment of silence.

The Pledge of Allegiance was recited.

I. ADDITIONAL AGENDA

The Board considered additions to the *Agenda*. Commissioner Sharpe moved to add a contract with Kimble's Commissary Service to the Consent Agenda as Item G. Commissioner Reives requested to move the Lee County Drone Policy from New Business to the Consent Agenda as Item H.

Upon a vote to add the Kimble's Commissary Service contract to the Consent Agenda, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharp, Smith
Nay: None

The Chair ruled the motion had carried unanimously.

Upon a vote to add the Lee County Drone Policy to the Consent Agenda, the results were as follows:

Aye: Dodson

Nay: Dalrymple, Del Palazzo, Knecht, Reives, Sharp, Smith

The Chair ruled the motion had failed 6:1.

With no other changes/additions requested, Commissioner Sharpe moved to approve the *Agenda* as amended. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith

Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

II. APPROVAL OF CONSENT AGENDA

Commissioner Sharpe moved to approve the *Consent Agenda* as amended, which consisted of the following items:

- A. Minutes from the November 26, 2018 special meeting.
- B. Minutes from the November 30, 2018 special meeting.
- C. Minutes from the December 3, 2018 regular meeting.
- D. Tax releases and refunds for November 2018.
- E. Appointment of Paulina Romero to the Juvenile Crime Prevention Council as a Member At Large-Commissioner Appointee.
- F. Budget Amendment 12/17/18/08.
- G. Contract with Kimble's Commissary Service for the Lee County Jail.

Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith

Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

III. PUBLIC COMMENTS

Pursuant to General Statute § 152A-52.1, Chair Dalrymple opened the floor for *Public Comments*. No one spoke during the public comments section of the meeting.

1. Dale Roberts, 201 South Plank Road, Sanford, NC (Drone Policy/UAV Implementation)

IV. OLD BUSINESS

A. Request for approval of contract management services for Phase I Parks Master Plan.

Withers Ravenel presented Phase I recommendations to the Board on November 5, 2018. Members of the Board had questions and made comments in regards to prioritization of elements within the plan and those comments were incorporated as modifications and presented to the Board at the November 19, 2018 meeting at which time the Board approved the plan with modifications as to priorities. John Payne, Parks and Recreation Director, presented a contract proposal from Withers Ravenel for project design drawings, project bid, and project administration for Phase I implementation. Commissioner Sharpe moved to approve the Withers Ravenel Contract proposal for Phase I project design drawings, project bid, and project administration, a copy of which is attached to these minutes and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

B. Consider adopting a resolution declaring a public health nuisance in response to the opioid litigation.

At the May 21, 2018 regular meeting, the Board received responses from request for information from two law firms interested in representing Lee County in the opioid litigation. At the July 23 regular meeting, the Board hears presentations from two law firms. At the September 17, 2018 regular meeting, the Board voted to enter into negotiations with the Baron & Budd national consortium and authorized the chair to enter into a fee arrangement. Every County that has authorized the Baron & Budd law firm to represent them in this litigation has been asked to approve a resolution declaring a public health nuisance. Following discussion, Commissioner Reives called the question and moved to approve a resolution declaring a public health nuisance in response in response to the opioid litigation. Upon a vote, the results were as follows:

Aye: Dalrymple, Dodson, Knecht, Reives, Sharpe,
Nay: Del Palazzo, Smith

Chair Dalrymple ruled the motion had carried 5:2.

V. NEW BUSINESS

A. Request for approval of Lee County Drone Policy.

The Drone Use Policy is required by the North Carolina Association of County Commissioners Risk Management Pools before property and liability insurance will cover the operations of the drones. In addition, the policy requires that all County employees who operate a drone for Lee County business purposes be properly licensed and trained. There are several members of both the Lee County Sheriff's Office and the Lee County Emergency Services Department who are properly licensed to fly the drones. Emergency Services Director Shane Seagroves provided a brief overview of the rules and regulations regarding drone devices. Commissioner Reives moved to approve the Drone Use Policy as presented. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

B. Consideration of an offer to purchase property located at 1401 Boykin Avenue PIN 9642-64-6420-00, Sanford, Lee County North Carolina.

The Lee County and City of Sanford foreclosed on property located at PIN 9642-64-6420-00 in 2017. Currently, what is owed on the property is \$3,313.96, which includes the taxes and attorney fees owed. The current tax value of the property is \$1,800. Mr. Luis Gomez submitted an offer of \$800.00 to purchase the property. He owns 1403 Boykin Avenue and notes that his water meter and driveway are located on the parcel. He has paid the requisite 5% and advertising costs. The City of Sanford received a copy of the offer and at its December 4, 2018 regular meeting voted to deed its portion of the parcel to the County to allow the County to dispose of the property. Commissioner Reives moved to declare property located at 1401 Boykin Avenue PIN 9642-64-6420-00 as surplus and accept the offer from Mr. Gomez in the amount of \$800 and to proceed with the upset bid process. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

C. Request from Mark Lyczkowski to grant a sewer easement across Lee County Parks and Recreation property along Tramway Road for a proposed subdivision on Fire Tower Road.

Lee County was contacted by developer, Mark Lyckowski, to consider granting a sewer easement across Lee County property to permit installation and maintenance of a sewer transmission line to a proposed subdivision. Mr. Lyczkowski plans to develop a subdivision off of Fire Tower Road, if he receives all rezoning form the City of Sanford. He has requested a sewer easement across the County's parks and recreation property along Tramway Road to service his subdivision. According to Planning staff, it is understood the sewer extension would be gravity flow to the point that the last manhole would be installed and then a privately owned force main would be installed from that point to the subdivision. Commissioner Sharpe moved to grant the easement for the installation and maintenance of a sewer transmission line to Mr. Lyczkowski for his development and authorize staff to prepare any necessary documents to effectuate the transfer and authorize the chair to sign the easement once finalized. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

D. Nomination of Voting Delegate for the 2019 NCACC Legislative Goals Conference.

The NCACC Legislative Goals Conference will be held January 10-11, 2019 at the Raleigh Marriot Crabtree Valley. Each Board of County Commissioners is requested to designate a commissioner or other official as a voting delegate for the 2019 Legislative Goals Conference. Commissioner Reives moved to nominate Chair Dalrymple as the voting delegate for the 2019 Legislative Goals Conference and Vice Chair Dodson as an alternate voting delegate. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

Chair Dalrymple ruled the motion had carried unanimously.

VI. MANAGERS' REPORTS

A. Financial Report for November 2018

Assistant County Manager/Finance Director Lisa Minter presented the Financial Report for November 2018. No action was taken.

B. County Manager's Monthly Report for December 2018

County Manager John Crumpton presented the Monthly Manager's Report for December 2018, a copy of which is attached to these minutes and by this reference made a part hereof. No action was taken.

VII. COMMISSIONERS' COMMENTS

ADJOURNMENT

With no further business to come before the Board, Commissioner Knecht moved to adjourn the meeting. Upon a vote, the results were as follows:

Aye: Dalrymple, Del Palazzo, Dodson, Knecht, Reives, Sharpe, Smith
Nay: None

The Chair ruled the motion had carried unanimously and the meeting adjourned at 6:57 p.m.

Amy M. Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk to the Board

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
II. B.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Additional State Revenue for Child Health.

DEPARTMENT: Health Department

CONTACT PERSON: Heath Cain

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Requesting approval from the County Commissioners to accept Child Health funds in the amount of \$5,005.
BUDGET IMPACT	Increase in FY 18-19 budget of \$5,005. No county match
ATTACHMENTS	(1); Division of Public Health Agreement Addendum 351 Revision #1
PRIOR BOARD ACTION	None
RECOMMENDATION	The health department respectfully requests the County Commissioners to approve this request.
SUMMARY	

The funding reduction under the FY 17-18 Agreement Addenda for Activity 351 - Child Health has now been restored under the FY 18-19 Agreement Addenda Rev. #1 for 351 - Child Health. These additional funds could pay for a Locum provider and/or items need in the Child Health Program.

This was approved by the Board of Health December 19th, 2018.

Division of Public Health Agreement Addendum FY 18-19

Page 1 of 3

Lee County Health Department
Local Health Department Legal Name

351 Child Health - HMHC
Activity Number and Description

06/01/2018 – 05/31/2019
Service Period

07/01/2018 – 06/30/2019
Payment Period

Original Agreement Addendum
 Agreement Addendum Revision # 1

Women's and Children's Health Section /
Children and Youth Branch
DPH Section / Branch Name

Tara Lucas (919) 707-5644
tara.lucas@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

DPH Program Signature _____ **Date** _____
(only required for a negotiable agreement addendum)

I. Background:

As of December 1, 2018, this Agreement Addendum Revision #1 adds the following paragraphs:

In 2017, North Carolina Session Law 2017-57, Senate Bill 257, appropriated a significant portion of the Maternal and Child Health Block Grant (Title V funds) to special projects, which created a lack of funds for the FY 17-18 Agreement Addenda which were funded by the Maternal and Child Health Block Grant. This action reduced the funding for the Healthy Mothers Health Children Program by a total of approximately \$2.2 million across three programs for Fiscal Year 2017-2018: the Maternal Health Program (Activity 101), the Family Planning Program (Activity 151), and the Child Health Program (Activity 351).

The funding reduction under the FY 17-18 Agreement Addenda for Activities 101, 151, and 351 has now been restored under the FY 18-19 Agreement Addenda for Activities 101, 151, and 351.

II. Purpose:

The Healthy Mothers Health Children Program is increasing the funding by a total of approximately \$2.2 million across three programs: the Maternal Health Program (Activity 101), the Family Planning Program (Activity 151), and the Child Health Program (Activity 351). These additional funds will enable the local health departments to provide additional services based on locally determined needs and circumstances.

III. Scope of Work and Deliverables:

The Local Health Department shall provide information on Attachment C stating how it will use the additional funds based on locally determined needs and circumstances.

Health Director Signature _____ (use blue ink) _____ Date _____

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
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Signature on this page signifies you have read and accepted all pages of this document.

IV. **Performance Measures/Reporting Requirements:**

No change.

V. **Performance Monitoring and Quality Assurance:**

No change.

VI. **Funding Guidelines or Restrictions:**

As of December 1, 2018, this Agreement Addendum Revision #1 adds Paragraph B, as follows:

- B. The attached Budgetary Estimate for FY 18-19 reflects the restoration commensurate with the original reduction in FY 17-18. This funding increase affects the payment period December 1, 2018 through May 31, 2019.

Attachment C

Statement of Use for Additional Funds

Brief Description of Use of Additional Funds:

Item #1: _____

Amount of Funding for Item #1 _____

Item #2: _____

Amount of Funding for Item #2 _____

Item #3: _____

Amount of Funding for Item #3 _____

Item #4: _____

Amount of Funding for Item #4 _____

Total Funding for this Agreement Addendum Revision #1 _____

DPH-Aid-To-Counties

For Fiscal Year: 18/19

Budgetary Estimate Number: 2

Activity 351	AA	1271 5351 00	1271 5745 00	1271 5745 AP	1271 5745 AP	1271 5745 AP	1271 5745 AR	1271 5745 AR	1271 5745 AR	1271 5745 AR	1332 5301 00	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31	06/01-05/31	02/01-06/31	10/01-05/31	06/01-05/31	02/01-05/31	10/01-05/31	12/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	07/01-06/30	07/01-06/30	03/01-06/30	11/01-06/30	07/01-06/30	03/01-06/30	11/01-06/30	01/01-06/30	07/01-06/30		
01 Alamance	* 1	0	0	0	0	0	0	0	0	4,982	0	4,982	33,050
D1 Albemarle	* 2	0	0	0	0	0	0	0	0	96,024	0	96,024	439,931
02 Alexander	* 1	0	0	0	0	0	0	0	0	6,087	0	6,087	6,087
04 Anson		0	0	0	0	0	0	0	0	0	0	0	1,800
D2 Appalachian	* 1	0	0	0	0	0	0	0	0	33,492	0	33,492	127,168
07 Beaufort	* 1	0	0	0	0	0	0	0	0	786	0	786	5,484
09 Bladen	* 1	0	0	0	0	0	0	0	0	18,730	0	18,730	47,434
10 Brunswick	* 1	0	0	0	0	0	0	0	0	1,615	0	1,615	11,892
11 Buncombe	* 1	0	0	0	0	0	0	0	0	22,354	0	22,354	148,297
12 Burke		0	0	0	0	0	0	0	0	0	0	0	6,000
13 Cabarrus	* 1	0	0	0	0	0	0	0	0	7,112	0	7,112	26,785
14 Caldwell	* 1	0	0	0	0	0	0	0	0	8,000	0	8,000	29,938
16 Carteret	* 1	0	0	0	0	0	0	0	0	11,973	0	11,973	39,564
17 Caswell	* 1	0	0	0	0	0	0	0	0	11,214	0	11,214	22,951
18 Catawba	* 1	0	0	0	0	0	0	0	0	7,424	0	7,424	86,656
19 Chatham	* 1	0	0	0	0	0	0	0	0	3,131	0	3,131	20,766
20 Cherokee	* 1	0	0	0	0	0	0	0	0	10,438	0	10,438	35,206
22 Clay		0	0	0	0	0	0	0	0	0	0	0	23,412
23 Cleveland	* 1	0	0	0	0	0	0	0	0	8,726	0	8,726	85,307
24 Columbus	* 1	0	0	0	0	0	0	0	0	26,632	0	26,632	71,840
25 Craven		0	0	0	0	0	0	0	0	0	0	0	23,694
26 Cumberland	* 1	0	0	0	0	0	0	0	0	29,835	0	29,835	196,604
28 Dare	* 1	0	0	0	0	0	0	0	0	2,757	0	2,757	18,789
29 Davidson	* 1	0	0	0	0	0	0	0	0	3,000	0	3,000	18,744
30 Davie	* 1	0	0	0	0	0	0	0	0	1,100	0	1,100	7,337
31 Duplin	* 1	0	0	0	0	0	0	0	0	21,973	0	21,973	42,834
32 Durham		0	0	0	0	0	0	0	0	0	0	0	17,415
33 Edgecombe	* 1	0	0	0	0	0	0	0	0	5,000	0	5,000	62,107
34 Forsyth	* 1	0	0	0	0	0	0	0	0	54,542	0	54,542	161,593
35 Franklin	* 1	0	0	0	0	0	0	0	0	8,524	0	8,524	73,418
36 Gaston	* 1	0	0	0	0	0	0	0	0	12,566	0	12,566	73,878
38 Graham	* 1	0	0	0	0	0	0	0	0	6,839	0	6,839	25,711
D3 Gran-Vance	* 1	0	0	0	0	0	0	0	0	8,165	0	8,165	43,196
40 Greene	* 1	0	0	0	0	0	0	0	0	5,737	0	5,737	35,133
41 Guilford		0	0	0	0	0	0	0	0	0	0	0	564,956
42 Halifax	* 1	0	0	0	0	0	0	0	0	43,707	0	43,707	138,427
43 Harnett	* 1	0	0	0	0	0	0	0	0	25,545	0	25,545	124,799
44 Haywood		0	0	0	0	0	0	0	0	0	0	0	75,727
45 Henderson	* 1	0	0	0	0	0	0	0	0	18,717	0	18,717	32,497
46 Hertford		0	0	0	0	0	0	0	0	0	0	0	0
47 Hoke	* 1	0	0	0	0	0	0	0	0	16,652	0	16,652	37,416
48 Hyde		0	0	0	0	0	0	0	0	0	0	0	14,502
49 Iredell	* 1	0	0	0	0	0	0	0	0	20,441	0	20,441	28,293
60 Jackson	* 1	0	0	0	0	0	0	0	0	1,718	0	1,718	12,770
61 Johnston	* 1	0	0	0	0	0	0	0	0	8,815	0	8,815	57,153
62 Jones	* 1	0	0	0	0	0	0	0	0	134	0	134	12,660
63 Lee	* 1	0	0	0	0	0	0	0	0	5,005	0	5,005	27,581
64 Lenoir	* 1	0	0	0	0	0	0	0	0	24,239	0	24,239	48,919
65 Lincoln	* 1	0	0	0	0	0	0	0	0	5,607	0	5,607	37,203
66 Macon	* 1	0	0	0	0	0	0	0	0	3,500	0	3,500	8,999
67 Madison	* 1	0	0	0	0	0	0	0	0	2,942	0	2,942	13,886
D4 M-T-W	* 1	0	0	0	0	0	0	0	0	11,000	0	11,000	81,487
60 Mecklenburg	* 1	0	0	0	0	0	0	0	0	15,252	0	15,252	210,796
62 Montgomery	* 1	0	0	0	0	0	0	0	0	6,000	0	6,000	37,889
63 Moore		0	0	0	0	0	0	0	0	0	0	0	19,494
64 Nash	* 1	0	0	0	0	0	0	0	0	27,565	0	27,565	145,593
65 New Hanover	* 1	0	0	0	0	0	0	0	0	15,088	0	15,088	100,099
66 Northampton		0	0	0	0	0	0	0	0	0	0	0	39,062
67 Onslow	* 1	0	0	0	0	0	0	0	0	6,000	0	6,000	86,985
68 Orange		0	0	0	0	0	0	0	0	0	0	0	39,010
69 Pamlico	* 1	0	0	0	0	0	0	0	0	100	0	100	30,462
71 Pender	* 1	0	0	0	0	0	0	0	0	17,858	0	17,858	38,465
73 Person	* 1	0	0	0	0	0	0	0	0	9,019	0	9,019	17,019
74 Pitt	* 1	0	0	0	0	0	0	0	0	5,515	0	5,515	78,220
76 Randolph		0	0	0	0	0	0	0	0	0	0	0	0
77 Richmond	* 1	0	0	0	0	0	0	0	0	8,096	0	8,096	24,328
78 Robeson	* 1	0	0	0	0	0	0	0	0	57,997	0	57,997	184,100
79 Rockingham	* 1	0	0	0	0	0	0	0	0	8,000	0	8,000	37,434

80 Rowan	* 1	0	0	0	0	0	0	0	0	0	0	4,700	0	4,700	15,147
D5 R-P-M	* 1	0	0	0	0	0	0	0	0	0	0	20,000	0	20,000	47,890
82 Sampson	* 1	0	0	0	0	0	0	0	0	0	0	1,983	0	1,983	10,650
83 Scotland	* 1	0	0	0	0	0	0	0	0	0	0	5,782	0	5,782	21,002
84 Stanly	* 1	0	0	0	0	0	0	0	0	0	0	14,832	0	14,832	28,528
86 Stokes		0	0	0	0	0	0	0	0	0	0	0	0	0	0
86 Surry	* 1	0	0	0	0	0	0	0	0	0	0	18,189	0	18,189	75,546
87 Swain	* 1	0	0	0	0	0	0	0	0	0	0	6,400	0	6,400	27,767
D6 Toe River	* 1	0	0	0	0	0	0	0	0	0	0	9,273	0	9,273	41,717
88 Transylvania		0	0	0	0	0	0	0	0	0	0	0	0	0	17,196
90 Union		0	0	0	0	0	0	0	0	0	0	0	0	0	47,578
92 Wake	* 1	0	0	0	0	0	0	0	0	0	0	12,461	0	12,461	166,215
93 Warren	* 1	0	0	0	0	0	0	0	0	0	0	19,955	0	19,955	65,795
96 Wayne	* 1	0	0	0	0	0	0	0	0	0	0	30,128	0	30,128	95,909
97 Wilkes	* 1	0	0	0	0	0	0	0	0	0	0	5,000	0	5,000	25,000
98 Wilson	* 1	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000	52,205
99 Yadkin	* 1	0	0	0	0	0	0	0	0	0	0	5,861	0	5,861	38,882
Totals		0	0	0	0	0	0	0	0	0	0	965,394	0	965,394	5,226,154

Sign and Date - DPH Program Administrator <i>Marshall Lyon</i> 10-30-18	Sign and Date - DPH Section Chief <i>Kimberly P. Lovendust</i> 11/16/18
Sign and Date - DPH Contracts Office <i>Rebecca Miller</i> 11-5-18	Sign and Date - DPH Budget Officer <i>Camela Jelle</i> 11/6/18

lppamott 11-6-18
HW-1626

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

FY19 Activity: 351 Child Health

Supplement reason: In AA+BE or AA+BE Rev --OR-- -

CFDA #: 93.994 Federal awd date: 11/7/17 Is award R&D? no FAIN: B04MC31506 Total amount of fed awd: \$ 3,229,426

CFDA name: Maternal and Child Health Services	Fed award project description: Maternal and Child Health Services	Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a	%
				%

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	4982	16760	Jackson	019728518	1718	1718
Albemarle	130537822	96024	251929	Johnston	097599104	8615	48030
Alexander	030495105	6087	6087	Jones	095116935	134	11971
Anson	847163029	0	1716	Lee	067439703	5005	22542
Appalachian	780131541	33492	96128	Lenoir	042789748	24239	28458
Beaufort	091567776	786	4620	Lincoln	086869336	5607	31267
Bladen	084171628	16730	32678	Macon	070626825	3500	6908
Brunswick	091571349	1615	10128	Madison	831052873	2942	10842
Buncombe	879203560	22354	124627	MTW	087204173	11000	69445
Burke	883321205	0	5721	Mecklenburg	074498353	15252	189548
Cabarrus	143408289	7112	20204	Montgomery	025384603	6000	31626
Caldwell	948113402	8000	22545	Moore	050988146	0	18587
Carteret	058735804	11973	28742	Nash	050425677	27565	118140
Caswell	077846053	11214	13471	New Hanover	040029563	15088	84123
Catawba	083677138	7424	78962	Northampton	097594477	0	37244
Chatham	131356607	3131	17452	Onslow	172663270	6000	78437
Cherokee	130705072	10438	25738	Orange	139209659	0	37195
Clay	145058231	0	22322	Pamlico	097600456	100	28968
Cleveland	879924850	8726	74791	Pender	100955413	17858	23280
Columbus	040040016	26632	48521	Person	091563718	9019	9462
Craven	091564294	0	22582	Pitt	080889694	5515	70443
Cumberland	123914376	29635	148229	Randolph	027873132	0	0
Dare	082358631	2757	15842	Richmond	070621339	8096	17124
Davidson	077839744	3000	15622	Robeson	082367871	57997	101116
Davie	076526651	1100	6170	Rockingham	077847143	8000	29692
Duplin	095124798	21973	24454	Rowan	074494014	4700	10916
Durham	088564075	0	16605	RPM	782359004	20000	30766
Edgecombe	093125375	5000	49364	Sampson	825573975	1963	8687
Forsyth	105316439	54542	113161	Scotland	091564146	5762	15703
Franklin	084168632	8524	63607	Stanly	131060829	14832	16074
Gaston	071062186	12566	61014	Stokes	085442705	0	0
Graham	020952383	9839	22385	Surry	077821858	18189	53429
Granville-Vance	063347626	8165	35061	Swain	146437553	6400	21675
Greene	091564591	5737	29195	Toe River	113345201	9273	32821
Guilford	071563613	0	529129	Transylvania	030494215	0	16396
Halifax	014305957	43707	99200	Union	079051637	0	45364
Harnett	091565986	25545	99830	Wake	019625961	12461	149133
Haywood	070620232	0	72203	Warren	030239953	19955	47766
Henderson	085021470	18717	18717	Wayne	040036170	30128	57832
Hertford	627320971	0	0	Wilkes	067439950	5000	20087
Hoke	091563643	16652	23185	Wilson	075585695	10000	42275
Hyde	832526243	0	13857	Yadkin	089910624	5861	32670
Iredell	074504507	20441	20441				

ITEM #: II. C.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Budget Amendment #01/07/19/09

DEPARTMENT: Finance

CONTACT PERSON: Lisa G. Minter, Assistant County Manager/Finance Director

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approval of Budget Amendment #01/07/19/09
BUDGET IMPACT	See Below
ATTACHMENTS	Budget Amendment #01/07/19/09
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approval of Budget Amendment #01/07/19/09
SUMMARY	

Budget Amendment #01/07/19/09 appropriates funds for the following departments:

Emergency Services – To appropriate \$1,000 in grant funds from NC Division of Emergency Management for replacement of broken equipment.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: JOHN A CRUMPTON, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 01/07/19/09
 DATE: January 7, 2019

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Emergency Management	1100-3436-32800	NC Division of Emergency Mgmt	37,000	1,000	38,000
TOTAL CHANGES				<u>1,000</u>	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Emergency Services	1100-4371-46412	Technology Equipment < \$5,000	7,099	1,000	8,099
TOTAL CHANGES				<u>1,000</u>	

 AMY M. DALRYMPLE, CHAIR

 JENNIFER GAMBLE, CLERK TO THE BOARD

ITEM #: IV. A.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Approve MOU with Central Carolina Community College

DEPARTMENT: Administration/Legal

CONTACT PERSON: John Crumpton/Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve the attached MOU with CCCC for Lee County Promise
BUDGET IMPACT	Up to \$125,000 for FY 2019, up to \$250,000 for FY 2020, up to \$250,000 for FY 2021, up to \$250,000 for FY 2022
ATTACHMENTS	MOU
PRIOR BOARD ACTION	The Board has already budgeted the \$125,000 for FY 2019
RECOMMENDATION	Approve the attached MOU
SUMMARY	

During Budget Discussions for the Fiscal Year 2019, Central Carolina Community College presented a new program for the Lee County Board of Commissioners to fund, called Lee County Promise. This program will allow Lee County resident graduates of a public school the opportunity to attend CCCC for two years and have their tuition covered free of charge. To be eligible, the student must have complete the FAFSA and the college's scholarship applications. Once the student is enrolled, they must maintain at least a 2.0 cumulative GPA and complete at least 67% of courses attempted at the College. After hearing the presentation from CCCC, the Board budgeted \$125,000 for the program for FY 2019. This MOU memorializes the future funding of up to \$250,000 for FY 2020, up to \$250,000 for FY 2021, up to \$250,000 for FY 2022. The College will invoice the County each semester for the tuition due for that semester based on the number of students enrolled. Harnett County and Chatham County have also agreed to participate in such program for their counties and all three counties have been asked to approve and execute this MOU.

**LEE COUNTY PROMISE
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this _____ day of _____, 2019, by and between The Trustees of Central Carolina Community College (hereinafter referred to as “Trustees”), the governing body of Central Carolina Community College (hereinafter referred to as “College”) and the Lee County Board of Commissioners, (hereinafter referred to as “Board”) a body politic and corporate of the State of North Carolina.

WHEREAS, the College is a public two-year college serving the residents of several counties, including Lee County;

WHEREAS, the Board, as the governing body for Lee County, is tasked with improving the quality of life for the citizens of Lee County;

WHEREAS, the Trustees, College and Board desire to establish the Lee County Promise, a K-14 program to benefit qualified Lee County students by providing high school graduates a debt-free pathway to college credentials;

WHEREAS, the Lee County Promise program (hereinafter referred to as “Program) guarantees up to two (2) years of free in-state tuition and required fees at the College for all eligible Lee County residents who graduate from a public high school in Lee County in 2018, 2019, 2020 and 2021; and

WHEREAS, the Trustees, College and Board are willing and able to participate in the funding, administration and facilitation of the Program to benefit not only the students of Lee County but the entire community of Lee County.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the following:

I. STUDENT SELECTION CRITERIA AND REQUIREMENTS

A. Eligible Students will meet the following criteria:

1. Be a resident of Lee County for a minimum of twelve (12) continuous months prior to the beginning of the fall semester.
2. Be a high school graduate from a public school located within Lee County who will attend the College as a full-time degree or credential seeking student beginning the fall semester following his or her high school graduation.

3. Have successfully completed at least four dual-enrollment courses or twelve (12) dual enrollment credit hours. This requirement was waived for 2018 graduates.
 4. Completed the FAFSA and submitted all requested verification documents (if applicable) and completed the College's Foundation scholarship application by the advertised deadline. These documents must be submitted on an annual basis.
- B. For students who meet all of the criteria set forth in Section I.A., the student's tuition and required fees at the in-state rate for two years will be covered by this program.
1. Funding from federal and state grants, scholarships and outside funding must be exhausted before the Program begins paying.
 2. The two years of eligibility begins in the fall semester after high school graduation and ends following the spring semester of the second year. Summer terms are not included.
 3. Textbooks, supplies and other supplemental materials are not covered under the program.
- C. Additional Student Requirements:
1. Students interested in participating in the program must call (919) 718-7300 or visit www.cccc.edu/promise; College will not automatically award to students.
 2. Once enrolled, students must continuously meet the financial aid Satisfactory Academic Progress standards outlined by the state and federal government. This means students must maintain at least a 2.0 cumulative GPA and complete at least 67% of all courses attempted at the College.

II. DUTIES AND RESPONSIBILITIES OF THE PARTIES:

A. Board

1. Board will provide funding for the Program based on estimates provided by the College. This includes up to \$125,000 for Fiscal Year ("FY") 2019, up to \$250,000 for FY 2020, up to \$250,000 for FY 2021 and up to \$250,000 for FY 2022 for students entering their second year of eligibility under the Program. Board shall not be responsible for any funding that exceeds the estimates for each FY.
2. Board agrees to reimburse the College within thirty (30) days of receipt of invoices setting forth the related expenditures for the semester.

B. The College

1. College will invoice Board for all applicable tuition and fees prior to the end of each fall semester and spring semester. Invoices shall indicate that all other funding sources have been exhausted prior to the use of Program funds. College will also provide Board with separate documentation at the end of each fall and spring semester containing a breakdown of the areas of study of the students in the Program. The College will invoice the County once per semester and on each invoice include the number of students enrolled in the program and the number of credit hours each student is taking.
2. College will assign appropriate staff to market the program to eligible high school graduates, collect paperwork from participants, ensure eligibility for the program, make awards, monitor progress and register students for appropriate classes in their desired pathways.
3. The College will allow the Board to review/inspect any documents associated with the program provided there are no Family Education Rights and Privacy Act of 1974 (“FERPA”) restrictions.

III. TERM

This MOU shall remain in full force and effect for the five-year period of the Program. Prior to the FY 2023 budget being completed and passed, College will review all data related to the program (ex. number of graduates, success rates, transfer rates, etc.) and decide on future appropriations to continue the program. Shall the parties agree to continue the program, the parties shall enter into a new MOU at such time.

- IV. This MOU may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. Termination by either party prior to the end of the term of this MOU shall not affect the students already receiving financial aid through the Program or who have been accepted into the Program. Upon termination of this MOU, Board and College shall continue to comply with the applicable duties and responsibilities set forth in Section II for all students previously accepted or enrolled in the Program until said students either complete their two years of eligibility or fail to meet the requirements set forth in Section I. College shall not accept any additional students into the Program upon receipt of notice of termination from Board.

V. GENERAL PROVISIONS

- A. Governing Law: This MOU is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to conflict of laws rules.
- B. Non-Discrimination: Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, or national origin in relation to the performance of any obligations is prohibited.

- C. Assignment: No assignment of either parties' duties or responsibilities shall be permitted unless agreed to in writing and signed by all parties.
- D. Amendments: This MOU may only be amended in writing and duly executed by all parties.
- E. Notice: Notices given pursuant to this MOU shall be sufficient if in writing and sent by certified mail, return receipt requested, to such addresses the parties may designate from time to time in writing. Notice shall be deemed to be given and received three days after being sent certified mail to the appropriate addresses. At the time of execution of this MOU, the addresses of the parties are as follows:

LEE COUNTY BOARD OF COMMISSIONERS:

Amy Dalrymple
Chair, Lee County Board of Commissioners
408 Summit Drive
Sanford, NC 27330

CENTRAL CAROLINA COMMUNITY COLLEGE:

Dr. T.E. Marchant
President
1105 Kelly Drive
Sanford, NC 27330

THE TRUSTEES OF CENTRAL CAROLINA COMMUNITY COLLEGE:

Julran Philpott
Chair, The Trustees of Central Carolina Community College
1105 Kelly Drive
Sanford, NC 27330

- F. Entire Agreement: This MOU contains all the terms and conditions agreed upon by the parties regarding the subject matter of the MOU and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. Should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing the same shall give the terms their regular meaning and shall not apply a presumption that the terms hereof shall be more strictly construed against one party.
- G. Relationship of the Parties: This MOU does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.
- H. Severability: If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU,

the validity and enforceability of the remaining provisions of this MOU shall not be affected thereby.

- I. Waiver: Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this MOU shall not be construed as a waiver or relinquishment of any rights granted hereunder or the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

- J. Counterparts: This MOU may be executed in multiple counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together will be deemed to constitute one and the same MOU. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this MOU shall have the same effect as an original for all purposes.

- K. Force Majeure: Neither party to this MOU shall be required to perform any term, condition or covenant in this agreement so long as performance is delay or prevented by an act of God, strikes, lockouts, material or labor restriction by a governmental authority, civil riots, floods or any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

- L. E-verify: All parties shall comply with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this MOU demonstrating such compliance.

- M. Termination: Either party may terminate this MOU at any time, without cause, upon ninety (90) days written notice in advance of termination; provided, however, that termination by either party shall not affect students currently enrolled in the Program. Such students shall be afforded the opportunity to complete their then-current course of study in accordance with the terms of this MOU.

- N. Captions: The captions and headings contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

- O. Authority: The signers of this MOU hereby represent and warrant that they have the authority to execute this MOU on behalf of their respective entities.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed on their behalves.

LEE COUNTY BOARD OF COMMISSIONERS

Amy Dalrymple
Chair

ATTEST:

Jennifer Gamble
Clerk to Board of Commissioners

CENTRAL CAROLINA COMMUNITY COLLEGE

Dr. T.E. Marchant
President

ATTEST:

Lorraine Whitaker, Secretary

**THE TRUSTEES OF CENTRAL CAROLINA
COMMUNITY COLLEGE**

Julian Philpott
Chair

ATTEST:

Lorraine Whitaker, Secretary



ITEM #:

IV. B.

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Consideration of an offer to purchase property located at 2055 Long Point Trail PIN 9670-14-1084-00, Lee County North Carolina

DEPARTMENT: Administration

CONTACT PERSON: Whitney Parrish

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	To consider an offer to purchase property located at 2055 Long Point Trail PIN 9670-14-1084-00, Lee County North Carolina from Wayne Langston
BUDGET IMPACT	N/A
ATTACHMENTS	Offer letter, receipt of deposit, resolution, map of the property, tax card, amount owed on property, original deed, copy of advertisement, copy of closing statement
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve offer to purchase property located at 2055 Long Point Trail PIN 9670-14-1084-00 and authorize the Chair to sign any related paperwork to complete the transfer.
SUMMARY	

The County of Lee foreclosed on the property located at PIN 9670-14-1084-00 in 2012. Currently, what is owed on the property is \$3,385.23, which includes the taxes and attorney fees owed and homeowner association fees. The Current tax value of the property \$30,000.00. The above mentioned property is located in Carolina Trace. Wayne Langston, on behalf of Coast2Coast Group submitted an offer of \$750.00 on July 31, 2018 and submitted his advertising costs on October 31, 2018. He has paid the requisite 5% deposit and advertising costs.

At the November 19, 2018 Regular Meeting, the Commissioners decided to dispose of this property through the upset bid procedure. The Commissioners declared the property as surplus, and then authorized staff to accept the initial offer of \$750.00 from Mr. Langston and advertise the offer in *The Sanford Herald*. Staff asked for sealed bids and if a qualifying bid is received, the Board also authorized staff to continue to advertise the qualifying bid until no further qualifying bid is received. The last final high qualifying bid received will go back to the Board for final approval before the property can be sold.

Staff advertised the offer on December 4, 2018. No person submitted a qualifying upset bid so the Board can now authorize staff to effectuate the transfer and authorize the Chair to sign any related paperwork.

LEE COUNTY

Committed Today for a Better Tomorrow

RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 2055 LONG POINT TRAIL PIN 9670-14-1084-00

WHEREAS, the County of Lee owns certain vacant property located at 2055 Long Point Trail, PIN number 9670-14-1084-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1303, Page 332, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$30,000.00; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$3,385.23; and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Wayne Langston on behalf of Coast2Coast Group, LLC ("Offeror") to purchase the property described above in the amount of \$750.00, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on November 19, 2018 and authorized staff to advertise the initial offer; and,

WHEREAS, on December 4, 2018 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Coast2Coast Group, LLC is the final and highest bid received.

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

1. The Lee County Board of Commissioners hereby accepts the offer of \$750.00 from Coast2Coast Group, LLC.
2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a nonwarranty deed subject to all conditions, liens, covenants, restrictions of record.
 - d. Advertising fees are non-refundable once spent.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the ____ day of _____, _____.

Amy Dalrymple, Chair
Lee County Board of Commissioners

ATTEST:

Jennifer Gamble, Clerk
Lee County Board of Commissioners

REAL ESTATE OFFER

Date: July 31 2018

I, Coast 2 Coast Group, LLC, hereby submit an offer to purchase real property located at:

ADDRESS:

PIN #: 9670-14-1084-50

OFFER AMOUNT: \$ 750⁰⁰

Please read the following before signing below:

- All offers require an upfront payment of a bid deposit in the amount of 5% of the offer amount and payment of advertising costs with payment to be made in cash, cashiers or certified check
- Advertising costs are non-refundable
- Purchase of property is contingent on the approval of the Lee County Board of Commissioners and/or the Sanford City Council and any other entity joining in ownership of the above property
- All offers are subject to the upset bid process
- Property is sold "as is" with no conditions placed on the bid
- Title to the property shall be transferred to the buyer by a nonwarranty deed. County Attorney does not provide a title search and buyer is welcome to retain a private attorney for the closing
- The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject all bids at any time
- Final payment of the remaining balance will be due at closing

Wayne L. [Signature] (Signature)

UNITED STATES POSTAL SERVICE **POSTAL MONEY ORDER** US Dollars and Cents

Serial Number: **24954951396**

Pay to: **Lee County** Clerk 20

Amount: **37.50**

From: **Coast 2 Coast Group LLC**

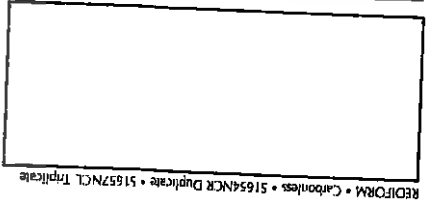
Address: **P.O. Box 561, Waverly, NC 28590**

Memo: **9670-14-1084**

POSTNET: **150000080021**

POSTNET: **21954951396**

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS



RECEIPT 265853

DATE: **8-9-18**

RECEIVED FROM: **Coast 2 Coast Group LLC / Wayne Langston**

ADDRESS: **Thirty Seven dollars + 50/100**

FOR: **2055 Long Point Tr 9670-14-1084-00**

570 Bid Deposit

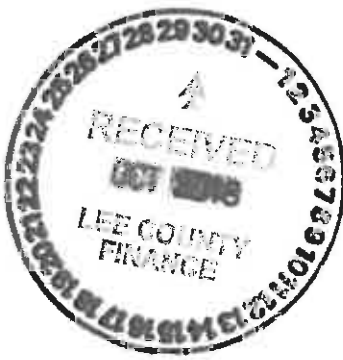
DOLLARS \$ **37.50**

ACCOUNT	HOW PAID		
	CASH	CHECK	MONEY ORDER
BEGINNING BALANCE			
AMOUNT PAID	37.50		
BALANCE DUE			<input checked="" type="checkbox"/>

BY: **Lee Co. Finance**
C Contain

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COAST2COAST GROUP
 P O BOX 561
 WINTERVILLE, NC 28590

3001
66-112/531

Date 10/26/18

Pay to the Order of Lee County \$ 200
Two Hundred Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BBT BBT.com

For Ad fee 9670-14-1084-00

⑆0531011210005205381424⑆04001

receipt mailed to address on check - 10/31/18 g/c

REFORM • Carbonless • S1654NCR Duplicate • S1657NCL Triplicate

DATE 10/30/18 **RECEIPT** 348602

RECEIVED FROM Coast 2 Coast Group

ADDRESS _____

Two hundred dollars and no/100ths DOLLARS \$ 200.00

FOR Advertising 2055 Long Point Tr
PIN # 9670-14-1084

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	
AMOUNT PAID	200.00	CHECK	#3001
BALANCE DUE		MONEY ORDER	

BY Lee Co. Finance
C Confan



- Parcels
- Streets
- Railroad
- Lee County
- Sanford City Limits
- Broadway Town Limits



1 : 51 Feet

This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Dude Solutions, Inc. assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as "the layer") are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter "the Department") provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter "the County"). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should independently verify the accuracy of the same. The Strategic Services Department and the Lee County local

FARID: 967014108400
 COUNTY OF LEE

To print a property record card or export search results into a CSV format that can be used with Excel please follow these steps:
 - Select the desired report option from the right menu (e.g. CSV Export, Residential PRC) and hit GO
 - Click Open when prompted for an export. Property record cards will open as a PDF.

Parcel

PartID / PIN: 967014108400 /
 Tax Year: 2018
 Tax Jurisdiction: FCT : CAROLINA TRACE FIRE DISTRICT
 Neighborhood: 735 : Carolina Trace: South Landing

Valuation

Appraised Land: 30,000
 Appraised Building: 0
 Appraised Total: 30,000
 Deferred: 0
 Exempts/Excluded: 30,000
 Assessed Real: 0
 Total Assessed: 0

Owner

Account Number: 41747
 Name: COUNTY OF LEE
 Name 2:
 Own %: 100
 Mailing Address: PO BOX 1968
 SANFORD NC 27331

Linked Sale: 1303/332

Legal

Physical Address: 2055 LONG POINT TR
 Legal Description 1: LOT 2055 SOUTH LANDING
 Plat Cabinet/Slide:

Description

NBHD Code / Name: 735 : Carolina Trace: South Landing
 Class: EX : EXEMPT
 Land Use: XGOV : COUNTY GOVERNMENTAL
 Zoning: RR
 Living Units:
 Deeded Acres:
 Calculated Acres: .5118

Recorded Transaction

Date	Book	Page	Instrument	Sale Price	Validity Code
07-DEC-12	1303	332	CO - COMMISSIONERS DEED	2,000	5
19-JUL-06	1038	879	WD - WARRANTY DEED	21,000	0
21-OCT-05	997	996	GW - GENERAL WARRANTY	14,000	0
22-JUN-79	303	403	DE - DEED		

Summary Totals

Total Value	Total Acres	1/3F	\$ / Acre	\$ / Unit	Deeded Acres
\$RO/TOTAL_LAND_VALUE	\$RO/TOTAL_ACRES	\$RO/DSQFT	\$RO/DACRE	\$RO/DUNIT	\$RO/LEGDAT_ACRES

Real Values

Land Value: 30,000
 Building Value: 0
 Appraised Real Value: 30,000
 Total Appraised Value: 30,000

Property Class: EX : EXEMPT
 Reason Code: U : UPDATE ONLY NO VAL CHG

Exemptions and Exclusions


Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	30,000
Partial E Class Ex:	0
Total Exempt/Excluded/Deferred:	30,000

Assessed Valuation

Total Appraised Value (Real and Personal):	30,000
Total Exempt/Excluded/Deferred:	30,000
Total Assessed (Taxable):	30,000

Real Estate Value History

Tax Year	Corr/Ovr	Appr Land	Appr Bldg	Appraised Total	Deferred Land	Historic	Exempt	SR Exclusion	Vet Exclusion	Taxable Total
2018	COST	30,000	0	30,000	0	0	30,000	0	0	0
2017	COST	30,000	0	30,000	0	0	30,000	0	0	0
2016	COST	30,000	0	30,000	0	0	30,000	0	0	0
2015	COST	30,000	0	30,000	0	0	30,000	0	0	0
2014	COST	30,000	0	30,000	0	0	30,000	0	0	0
2013	COST	30,000	0	30,000	0	0	30,000	0	0	0
2012	COST	18,000	0	18,000	0	0				30,000
2011	COST	18,000	0	18,000	0	0				18,000
2010	COST	18,000	0	18,000	0	0				18,000
2009	COST	18,000	0	18,000	0	0				18,000
2008	COST	18,000	0	18,000	0	0				18,000
2007	COST	18,000	0	18,000	0	0				18,000
2006	COST	10,000	0	10,000	0	0				18,000
2005	COST	10,000	0	10,000	0	0				10,000
2004	COST	10,000	0	10,000	0	0				10,000
2003	COST	10,000	0	10,000	0	0				10,000
2002	OVR	7,700		7,700	0	0				10,000
2001	OVR	7,700		7,700	0	0				7,700



Sorry, no sketch available
for this record

Item	Area

Whitney Parrish

From: Denette Fitzpatrick
Sent: Thursday, August 16, 2018 10:58 AM
To: Whitney Parrish
Subject: RE: Properties

Whitney,

<u>PARCEL</u>	<u>ADDRESS</u>	<u>SIZE</u>	<u>TAX VALUE</u>	<u>TAXES</u>	<u>ATTORNEY FEES</u>	<u>HOA FEES</u>	<u>REDEEM AMT</u>
9670-14-1084-00	Long Point Tr	LOT	\$30,000	\$512.43	\$1,285.80	\$1,587.00	\$3,385.23
9661-62-3693-00	696 Chelsea Dr	LOT	\$35,000	\$633.51	\$1,269.43	\$1,021.00	\$2,923.94
9667-87-8477-00	W Forest Oaks Dr	1 ACRE	\$15,400	\$1,083.22	\$2,073.71	0	\$3,156.93
9623-27-2100-00	Wakefield Rd	4.39 ACRES	\$5,000.	\$1,151.87	\$2,005.06	0	\$3,156.93

FYI,

I don't know who is interested in the property on Wakefield Rd. This is one of the old in-rem foreclosures and Wake Stone Corp owns 261.15 acres that borders this property.

The first two properties are in Carolina Trace and have HOA fees that we have been paying since the property was acquired by the county through foreclosure.

Denette P. Fitzpatrick

Tax Collections Manager
County of Lee
106 Hillcrest Dr.
Sanford, N.C. 27330

(919) 718-4662 ext. 5423

(919) 718-4633 (fax)

From: Whitney Parrish
Sent: Thursday, August 16, 2018 8:59 AM
To: Denette Fitzpatrick
Subject: Properties

Can you tell me the amount owed on the following properties:

9670-14-1084-00

9661-62-3693-00

966787-8477-00

9623-27-2100-00

Thanks!

**Whitney Parrish
Lee County Attorney
408 Summit Drive
Sanford, NC 27330
919-718-4610 ext. 5518**

AFFP
NOTICE OF AN OFFER TO

Affidavit of Publication

STATE OF NORTH CAROLINA }
COUNTY OF } *Lee* SS

Lisa Robertson, being duly sworn, says:

That she is Billing Clerk of the The Sanford Herald, a daily newspaper of general circulation, printed and published in Sanford, County, North Carolina; that the publication, evidenced hereto, was published in the said newspaper on the following dates:

December 04, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Lisa Robertson
Billing Clerk

Subscribed to and sworn to me this 4th day of December 2018.

Barbara Daniels
Barbara Daniels, Guilford, Notary, County, North Carolina

My commission expires: February 01, 2022

30029901 30843778

JENNIFER GAMBLE
LEE COUNTY ATTORNEY'S OFFICE
408 Summit Drive
SANFORD, NC 27330



NOTICE OF AN OFFER TO PURCHASE PROPERTY OWNED BY LEE COUNTY BEING ADVERTISED PURSUANT TO NCGS §153A-176

TAKE NOTICE that Lee County has received an offer to purchase the parcel of property located at 2055 Long Point Trail, PIN 9670-14-1084-00, Lee County, NC, herein below described, for the sum of seven hundred and fifty dollars (\$750.00).

Within ten (10) days hereof, any person, firm, or corporation interested in purchasing the property may raise the bid by submitting a sealed bid. The above referenced bid must be raised by not less than ten percent (10%) of the first \$1,000.00 and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the County Legal Department five percent (5%) of the increased bid amount and \$200.00 for advertising costs. The deposit and advertising must be paid in cash or certified check. Any person may submit an upset sealed bid to the Legal Department, 408 Summit Avenue, Sanford NC, within 10 days after the notice of sale is published. At 5:00 pm on the tenth day, the Clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer. The Clerk shall readvertise the offer at the increased bid amount. This procedure will be repeated until no further qualifying upset bids are received, at which time the Lee County Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may, at any time, reject any and all offers or withdraw the property from sale. All sales are "as-is" with no warranties as to condition, habitability or environmental matters. Title will be transferred by non-warranty deed. Property is subject to any and all encumbrances, easements, covenants or liens. While the legal department does not conduct title searches, it is recommended that the bidder obtain one prior to closing.

The Subject Property is described as follows:

Parcel located at 2055 Long Point Trail, in Lee County, Sanford, NC, also being that property described in Deed Book 1303 at page 332, in the Lee County Registry.

This the 4th day of December, 2018.

Jennifer Gamble, COUNTY CLERK



LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
IV, C.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Zoning Map Amendment (Rezoning) Request for 3284 Farrell Road

DEPARTMENT: Sanford Lee County Community Development

CONTACT PERSON: Amy J. McNeill, Zoning Administrator

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Planning Board Recommendation, Vote to Approve a Statement on Long Range Plan Consistency, and Vote on the Zoning Map Amendment (Rezoning Request)
BUDGET IMPACT	N/A
ATTACHMENTS	Staff Report and Ordinance
PRIOR BOARD ACTION	Public Hearing Held on November 19, 2018
RECOMMENDATION	Planning Board Recommended Denial of the Rezoning Request
SUMMARY	

Application by Copper Ridge Development, LLC to rezone one 30.25 ± acre tract of land addressed as 3284 Farrell Road (formerly 4220 Farrell Road) from RA, Residential Agricultural to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision. The subject property is identified as Tax Parcel 9666-44-0337-00 as depicted on Lee County Tax Map 9666.03.

Lee County Board of Commissioners
Recommendation of Lee County Planning Board Regarding
Application #2018-1101 to Amend the Lee County Zoning Map
Meeting Date: January 7, 2019

RECOMMENDATION FROM PLANNING BOARD:

Regarding the application by Copper Ridge Development, LLC to rezone one 30.25 ± acre tract of land addressed as 3284 Farrell Road from Residential Agricultural (RA) to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision, for which the public hearing was held on December 17th, the Lee County Planning Board voted to recommend denial of this request by a unanimous vote based on the rationale that neither the former long range land use plan (2020 Land Use Plan) nor the recently adopted long range land use plan (Plan SanLee Land Use Plan) support this request.

Please be mindful that two votes are required for each rezoning request.

VOTE #1: APPROVE A STATEMENT ON LONG RANGE PLAN CONSISTENCY AS IT RELATES TO THIS REZONING REQUEST:

The board members may select one of the motion options provided or may create their own unique motion when voting that the rezoning request either IS or IS NOT consistent with the newly adopted long range land use plan.

Motion Option 1: *“Even though the Plan SanLee Land Use Plan identifies this area as Countryside, I make a motion that that the request IS consistent with the long-range plan - even though the proposed density is greater than recommended - based on the proposed development of the site as a residential single-family home subdivision and residential single-family homes are the suggested land use for this place type.*

Motion Option 2: *“I make a motion that that the request IS NOT consistent with the adopted long-range plan as the request is to rezone to allow a minimum lot size of 20,000sf (or 0.46 of an acre) as opposed to the recommended maximum development density of one dwelling unit per two acres.*

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board and on information provided by staff. The Board of Commissioners are free to create a unique motion based on different articulated findings.

VOTE #2: TO APPROVE OR DENY THE REZONING REQUEST:

The board members may select one of the motion options provided or may create their own unique motion when voting to either approve or deny the rezoning request.

Motion Option 1: *“I make a motion that the proposed zoning map amendment is reasonable and in the public interest based on the following: the current zoning of Residential Agricultural (RA) allows 40,000sf lots or 33 total lots on this site (not taking into consideration the acreage required for roadways or the suitability of the soil for private septic systems) and the developer is proposing to create 24 lots based on the subdivision sketch submitted with the rezoning application. Therefore, I move to APPROVE the request to rezone one 30.25 ± acre tract of land addressed as 3284 Farrell Road from Residential*

Agricultural (RA) to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision”

Motion Option 2: “*I make a motion that the proposed zoning map amendment is not reasonable and not in the public interest based on the following: the request is not consistent with the adopted long range land use plan and the current zoning of Residential Agricultural (RA) allows 40,000sf lots (not taking into consideration the acreage required for roadways or the suitability of the soil for private septic systems) of which there are several in the area, but to allow smaller lots would be inconsistent with current development trends in the area. Therefore, I move to DENY the request to rezone one 30.25 ± acre tract of land addressed as 3284 Farrell Road from Residential Agricultural (RA) to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision*

Option 3 - Unique motion: The suggested motions above are provided based on the recommendation and findings of the Planning Board and on information provided by staff. The Board of Commissioners are free to create a unique motion based on different articulated findings.

**REZONING REPORT FROM NOVEMBER 19, 2018 AGENDA
Lee County Board of Commissioners and Planning Board
Public Hearing Information**

Updated to reflect the newly adopted long range land use plan and the action of the Planning Board.

APPLICATION# 2018-1101 TO AMEND THE LEE COUNTY ZONING MAP

Applicant: Copper Ridge Development, LLC

Owner: Copper Ridge Development, LLC - per Deed Book 1503, Page 519

Request: Rezone from RA, Residential Agricultural to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision. This is a site plan/preliminary plat specific conditional zoning district with unique conditions that are legally binding on the land even in the event of a transfer of ownership.

Location: 3284 Farrell Road (formerly 4220 Farrell Road), Sanford, NC 27330
On the southeast side of Farrell Road, between Mill Run Lane in Copper Ridge East Subdivision and Zion Church Road (SR1426).

Township: Deep River

Tax Parcel: 9666-44-0337-00

Adjacent Zoning: North: RA, Residential Agricultural
South: RA, Residential Agricultural
East: RA, Residential Agricultural
West: RA, Residential Agricultural – Opposite Farrell Road

Introduction: Planning staff has received a rezoning application from Mr. Van Groce, Sr. of Copper Ridge Development, LLC as the first step in the proposed development of a new residential single-family home subdivision off of Farrell Road. The plan is to develop the subdivision in phases that would be served by public water, a private community septic system and public streets.

Area and Site Description: Farrell Road is located in northern Lee County within the Deep River community, between US Hwy 1/Jefferson Davis Hwy and Ammons Farm Road, not far from the Raleigh Executive Jetport. The subject property is triangular in shape with frontage on Farrell Road. The site is comprised of one 30.25 ± acre tract of land that is developed with a ranch-style house built in 1966 per tax records.

Surrounding Land Uses: North of the site is Copper Ridge East, a 22-lot residential single-family home subdivision that was approved in 2017 and currently has five houses in various stages of construction. There are also two existing single-family dwellings that are not part of Copper Ridge East that are also north of the site. To the south is one 250± acre tract of land, which appears to be a combination of fields and woods that is owned/operated by Ammons Farmland, LLC. To the east are two large wooded tracts of land, all exceeding 50 acres in size, one of which appears to have a house under construction (Pilson land at 494 Rod Sullivan Road). To the west, on the same side of Farrell Road, is one 6.8 acre tract of land developed with a single-family home addressed (Renfro land at 3206 Farrell Road). To the west, on the opposite side of Farrell Road, are two tracts of land developed with three single-family homes (Sloan land at 3429, 3353, and 3305 Farrell Road).

Zoning District Information

Existing Zoning: The subject property is zoned RA, Residential Agricultural, which is established to provide areas for low density single family uses, low intensity agricultural operations as well as agri-business and supportive industrial and commercial uses. Industrial operations are not permitted unless they clearly support an agricultural use. RA zoning protects and preserves valuable agricultural areas, implements agricultural protection zoning, establishes performance standards for rural businesses, preserves rural areas, preserves pasture land and agriculture, sets maximum permissible densities or new zoning districts, defines specific areas for rural commercial uses, and identifies areas appropriate for agricultural preservation. A list of permitted uses for the RA district is included within the agenda for your reference.

The minimum lot width is 100ft, with a minimum lot size of 40,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines

Proposed Zoning: The Copper Ridge Estates Conditional Zoning District is a stand-alone district with its own unique conditions. Under a Conditional Zoning District Type 1, an applicant would have the freedom to develop his/her own unique list of permitted uses and design standards. It is also understood that such a district would need to be designed so as to maintain the integrity and characteristics of the surrounding community as well as conform to the spirit and intent of the Zoning Ordinance. This type of zoning is suitable in situations where none of the current conventional zoning districts accommodate the desired uses and the applicant has a clear vision as to how the property is to be developed.

The applicant shall specify the uses of the property and shall propose additional conditions to ensure compatibility between the development and the surrounding neighborhood. The conditions shall include all of the following, as applicable:

- The location on the property of the proposed use(s);

- The number of dwelling units;
- The location and extent of supporting facilities (parking lots, driveways, and access streets);
- The location and extent of buffer areas and other special purpose areas;
- The timing of development;
- The location and extent of rights-of-way and other areas to be dedicated for public purposes;
- And any other such conditions the applicant may wish to propose.

The application shall include a site plan and detailed narrative text that specifies the conditions that will govern the development and use of the property. If approved, this information is legally binding on the land; therefore, the site has to be developed as per the approved plans and conditions even if a property transfer were to take place. Any item not specifically addressed in the rezoning process must comply with the UDO standards.

As reminder, the conditional zoning process is a negotiated zoning process and, as such, the Board of Commissioners and/or Planning Board may request that certain conditions be considered or altered. However, the petitioner must accept such conditions before inclusion in the conditional zoning district.

Also, the conceptual plans and conditions that are approved in conjunction with this project must comply with the technical specifications and requirements of all governmental agencies, such as NCDOT (public streets) and the City of Sanford Engineering Dept. (public water).

The following design standards are applicable for the Copper Ridge Estates Conditional Zoning District: The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:

Front: 30 feet, as measured from the right-of-way line of the proposed public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines

Specific conditions for this subdivision include the following:

- Land usage will be restricted to not more than 24 single-family homes.
- A Property Owners Association (POA) will be created to ensure maintenance of common areas, including the pond, trails, the community private septic system area, and the repair areas for the community private septic system.
- The repair areas for the community private septic system will remain wooded until such time that they may be needed to be included as part of the community private septic system area in the future.

The project description provided by the applicant is as follows:

“This 30 acre tract has 7.64 acres of suitable soil for septic lines. This could support up to 30 homes, but we are limiting the number to not more than 24. There is a beautiful pond and the timber has not been cut in 50 plus years. To preserve the pond and as much timber as possible, we plan to use an engineered septic system, which will pump sewage to a common drain field. This system will be managed by professionals. Inspected regularly and kept mowed. The repair area will remain wooded unless needed. The suitable soil areas may not all be needed and that need will dictate the road and lot layouts. Likewise, Dot will dictate the road design and drive access. By limiting the usage to 24 lots, we can offer wooded estate-type lots without destroying the natural beauty.”

Please reference the attached site plan/conceptual preliminary plat, the conceptual architectural elevations, and the written information provided for this project. If this rezoning request is approved and the project moves forward, an actual preliminary subdivision plat will need to be reviewed/approved by the Lee County Planning Board and Lee County Board of Commissioners in the future, prior to the final plat being recorded. This will allow the boards to review the final design with all of the required details. The site plan/ conceptual preliminary plat submitted with the rezoning application is to allow the boards to view the subdivision concept from which the developer will create the final design. The future design submitted as the actual preliminary subdivision plat should be substantially the same as the concept that was presented as part of this rezoning request.

Also, the information submitted for this rezoning request was reviewed by the Sanford/Lee County/Broadway Technical Review Committee (TRC) on October 25th and the board was comfortable with the request moving forward for review & approval by the Lee County Planning Board and the Lee County Board of Commissioners. All outstanding TRC revisions must be addressed prior to the development of the site in the manner proposed.

Overlay Districts & Area Plans

Watershed Conservation Overlay District: The subject property is located within our Watershed Conservation Overlay District, specifically the Cape Fear/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. This project appears to comply with the UDO watershed regulations.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program at 1612 Mail Service Center, Raleigh, NC 27699-1612 or call 919-707-9220 or visit the NCDEQ website at <http://deq.nc.gov>.

Airport Overlay District: The subject property is located within the currently adopted Airport Overlay District for the Raleigh Executive Jetport located at 700 Rod Sullivan Road, but is not within the updated Airport Overlay District that staff is currently working on. Staff contacted Bob Heuts, the Airport Director, to make him aware of this project and he concurred that the site is not within the updated proposed overlay and asked that we make the applicant aware of the location of the airport. Mr. Heuts forwards information regarding proposed development near the airport to the Sanford-Lee County Airport Authority as a reminder that they need to continue to move forward on the updated overlay district to protect the investment in the airport made by the public.

The Airport Overlay District is established to prevent the creation or establishment of obstructions or land uses that are hazards to air navigation, thereby protecting the lives and property of the users of the Raleigh Executive Jetport, the property and occupants of land in the vicinity and the public investment in the airport. This district is further intended to provide for the safe landing, take-off, and maneuvering of aircraft in accordance with Federal Aviation Administration (FAA) standards. Residential uses are

permitted within this area provided that no use shall be made to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, attract birds or other concentrations of wildlife or otherwise in any way create a hazard or endanger the landing, take-off or maneuvering of aircraft intending to use the airport.

Deep River Small Area Plan: The subject property is located within the study area for the Deep River Small Area Plan adopted by Lee County in 2001 to serve as a guide for future growth and development in the Deep River area. The information provided is general in nature, with the following ten goals intended to represent the community's vision for the future of the Deep River area:

- growth and development which does not overburden roads, schools, utilities, or police and fire services
- protection of the rights of individual property owners
- a balanced tax base which allows tax rates to remain low
- preservation of low-density, quiet, rural neighborhoods
- concentration of higher-density growth in planned, mixed-use employment and residential centers
- preservation of forests, open space and farmland
- a system of parks and greenways which respects the rights of property owners while providing limited access to natural areas and rivers
- sign, building and landscaping design standards that maintain the rural character of the area
- protection of natural habitat and water quality
- land uses which are appropriate for the area and are compatible with the desires of the local community

Long Range Plan: The Lee County Board of Commissioners have not approved the adoption of the new long range land use plan (Plan SanLee Land Use Plan) that was presented to the Planning Board for a recommendation in September and October of this year. Therefore, the 2020 Land Use Plan is still the current long range plan for Lee County.

The 20/20 Land Use Plan identifies this area as Commercial-Light Industrial, which designates areas appropriate for commercial and light industrial uses. This land use designation appears to be due to the proximity of the site to the airport because there do not appear to be commercial or light industrial uses within this area that are not associated with the airport.

The proposed Plan SanLee Land Use Plan identifies the future land use place type for this tract of land as "countryside", which has the following characteristics:

- agricultural and undeveloped lands outside the Urban Service Area
- preservation of the country's agricultural heritage encouraged
- conservation and maintenance of rural lifestyle supported
- limited residential density

Land use designations include schools, churches, single-family attached dwellings, farmland, forests, and conservation land. Forms of transportation include automobiles that share the roads with agricultural activity (with vehicular connectivity encouraged in new development) and pedestrians walking & bicycling on off-street trails. The zoning districts are RA-Residential Agricultural and RR-Residential

Restricted. The maximum development density is one dwelling unit per two acres with deep building setbacks and a 35ft height limit. Utility infrastructure is well water and on-site wastewater disposal. The features character is two-lane rural highways, dispersed development pattern, and agricultural fields & forests.

Utilities

The subject property appears to have access to public water via an eight-inch public water main located in the right-of-way of Farrell Road. The subject property does not have access to public sanitary sewer and the project associated with this rezoning request would utilize a private community septic system. This would be one large private septic system that would be designed to serve all of the lots within this subdivision. It would be owned by the subdivision Property Owners Association (POA) and they would be responsible for the cost & maintenance associated with the operation & maintenance of the private community septic system. The septic system must be approved by the appropriate regulatory agencies including, but not limited to, the Lee County Environmental Health Department and the North Carolina Department of Health and Human Services Environmental Health Section, to verify compliance with all applicable regulations.

Transportation

The subject property has approximately 1,143ft of frontage on Farrell Road (SR 1423), which is a NCDOT maintained public street with a 60ft right-of-way. New development that proposes to connect to Farrell Road must be approved by NCDOT to verify compliance with all applicable regulations.

The 2007 Lee County Comprehensive Transportation Plan Highway Map illustrates Farrell Road as an existing minor thoroughfare, but does not provide any recommendations.

There is a 2011 traffic count of 1,000 vehicle per day approximately 2,710 feet north of the site opposite 3947 Farrell Road. This is approximately 700ft north of the intersection of the Farrell Road and Rod Sullivan Road / Copper Ridge intersection.

Conformance with the Long Range Land Use Plan

The recommendation from the Planning Board should include language describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

At the time of the public hearing held on November 19th, the adopted land use plan was the 20/20 Land Use Plan, which identified this area as Commercial-Light Industrial, which designates areas appropriate for commercial and light industrial uses. This land use designation appeared to be due to the proximity of the site to the airport because there do not appear to be commercial or light industrial uses within this area that are not associated with the airport.

On November 19th (after the public hearing for this request was held, but on the same agenda), the Lee County Commissioners adopted the new Plan SanLee Land Use Plan, which designated the place type for this site as Countryside, which has the following characteristics:

- Agricultural and undeveloped lands outside the Urban Service Area
- Preservation of county's agricultural heritage encouraged

- Conservation and maintenance of rural lifestyles supported
- Limited residential density

Please reference the attached page from the plan, which has information regarding this place type.

Public Information Meeting

A public information was held on November 1st with Planning staff, the applicant/owner, and two adjoining property owners, Freddy & Judy Sloan of 3429 Farrell Road, in attendance. The Sloans expressed concern regarding the minimum lot size requirement going from 40,000sf to 20,000sf, basically being cut in half. They also expressed concern regarding the location of the front property line for the subject property, which appears to correspond with the right-of-way line of Farrell Road. The location of Farrell Road appears to have shifted over time and the Sloans are questioning the exact location of their front property line as it relates to the new right-of-way for Farrell Road since the information that they have regarding their property references the old location of Farrell Road. They plan to hire a surveyor to verify that their property does not cross Farrell Road at its current location and encroach into the subject property. The applicant/owner, Mr. Van Groce, has already had the property surveyed and is confident that if the Sloan's property crossed over to the southwest side of Farrell Road and onto the subject property that the surveyor would have illustrated this on the plat that was recorded for this property. Mr. Groce is comfortable proceeding with the development of the site in the manner proposed. As of the date of this report, the Sloans have not contacted staff with updated information regarding this matter.

Staff Information Regarding a Recommendation from the Planning Board

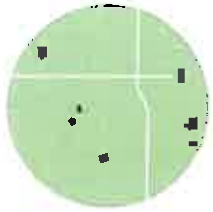
The recommendation from the Planning Board should include language describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and other matters as deemed appropriate by the board. The board may also include language briefly explaining why it considers the recommendation to be reasonable and in the public interest.

Planning Board Tabled November 19th Meeting

The discussion regarding this rezoning application is to be continued at the December 17th meeting, with staff directed to provide general information regarding how community septic systems function and about flooding in this area as directed by the Board.

Planning Board December 17th Meeting

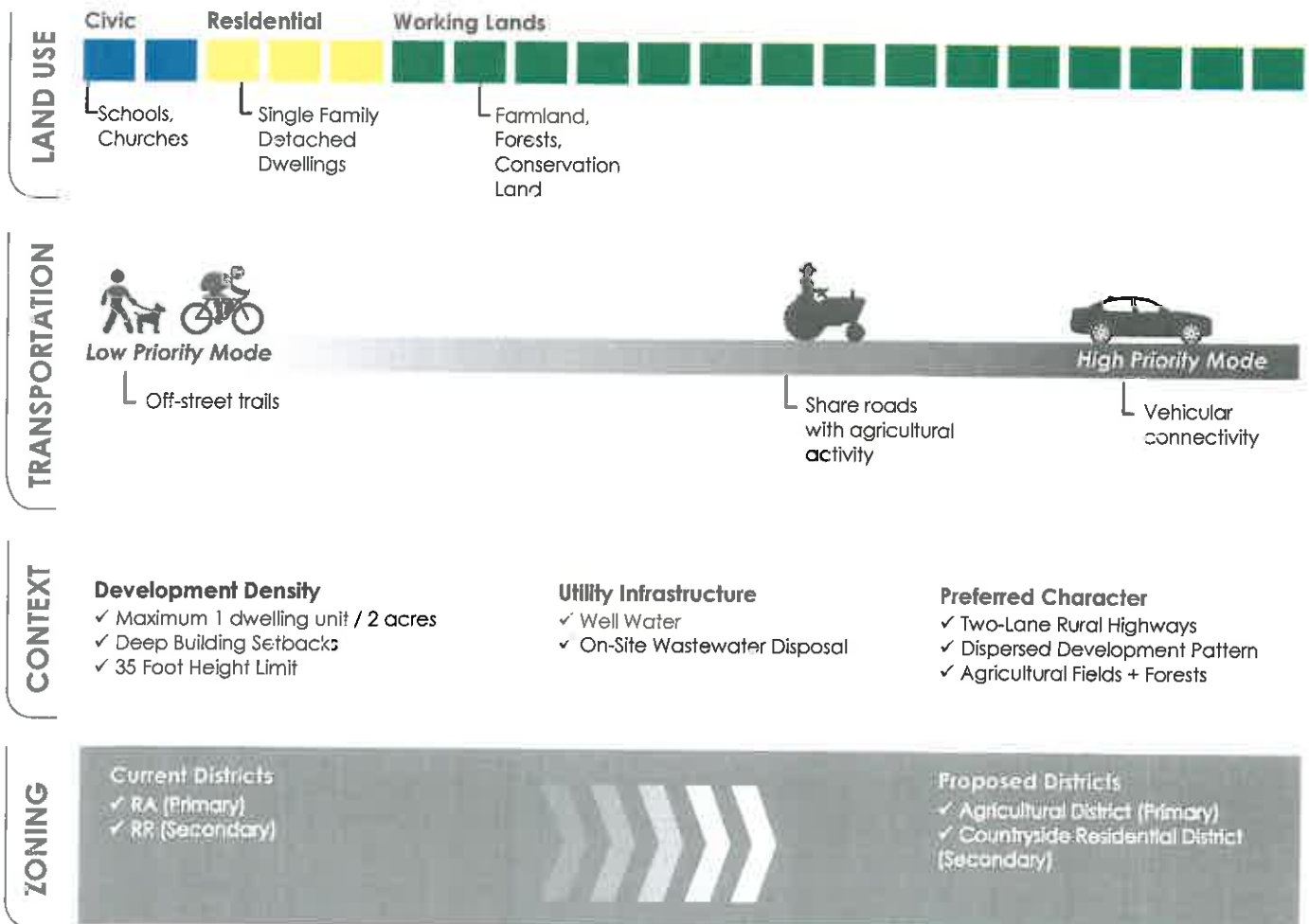
Discussion regarding the rezoning application was continued at this meeting with Tony Williams of the Lee County Environmental Health Department giving a general overview and answering questions about community septic systems and Amy McNeill of the Sanford/Lee County Zoning & Design Review Department providing information about floodplain in the area. Upon conclusion of discussion and deliberation regarding this rezoning request, the board voted to recommend denial of this request by a unanimous vote based on the rationale that neither the former long range land use plan (2020 Land Use Plan) nor the recently adopted long range land use plan (Plan SanLee Land Use Plan) support this request.



COUNTRYSIDE

- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
- ✓ Preservation of county's agricultural heritage encouraged
- ✓ Conservation and maintenance of rural lifestyle supported
- ✓ Limited residential density

Local Example - Avents Ferry Road Corridor in northeast Lee County



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

WHEREAS, a request to amend the Official Zoning Map has been received from Copper Ridge Development, LLC (Case #2018-11-01) to rezone one 30.25 ± acre tract of land addressed as 3284 Farrell Road (formerly 4220 Farrell Road), as depicted on Lee County Tax Map 9666.03 as Tax Parcel 9666-44-0337-00, from the current zoning of Residential Agricultural (RA) to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision; 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 November 19, 2018 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 one 30.25 ± acre tract of land addressed as 3284 Farrell Road (formerly 4220 Farrell Road), as depicted on Lee County Tax Map 9666.03 as Tax Parcel 9666-44-0337-00, from the current zoning of Residential Agricultural (RA) to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision. A The map of the subject property is included as Exhibit A and the residential subdivision sketch submitted as part of the conditional rezoning application is included as Exhibit B.

In making this decision, the Lee County Board of Commissioners hereby finds that the zoning map amendment is consistent with the adopted long range plan because, even though the Plan SanLee Land Use Plan identifies this area as Countryside and despite the fact that the proposed density is greater than recommended, the site is proposed to be developed as a residential single-family home subdivision and residential single-family homes are the suggested land use for this place type. Also, the request appears to be reasonable and in the public interest based on the

following: the current zoning of Residential Agricultural (RA) allows 40,000sf lots or 33 total lots on this site (not taking into consideration the acreage required for roadways or the suitability of the soil for private septic systems) and the developer is proposing to create 24 lots based on the subdivision sketch submitted with the rezoning application.

ADOPTED this the 7th day of January 2019.

Amy Dalrymple, Chairman, Lee County Board of Commissioner

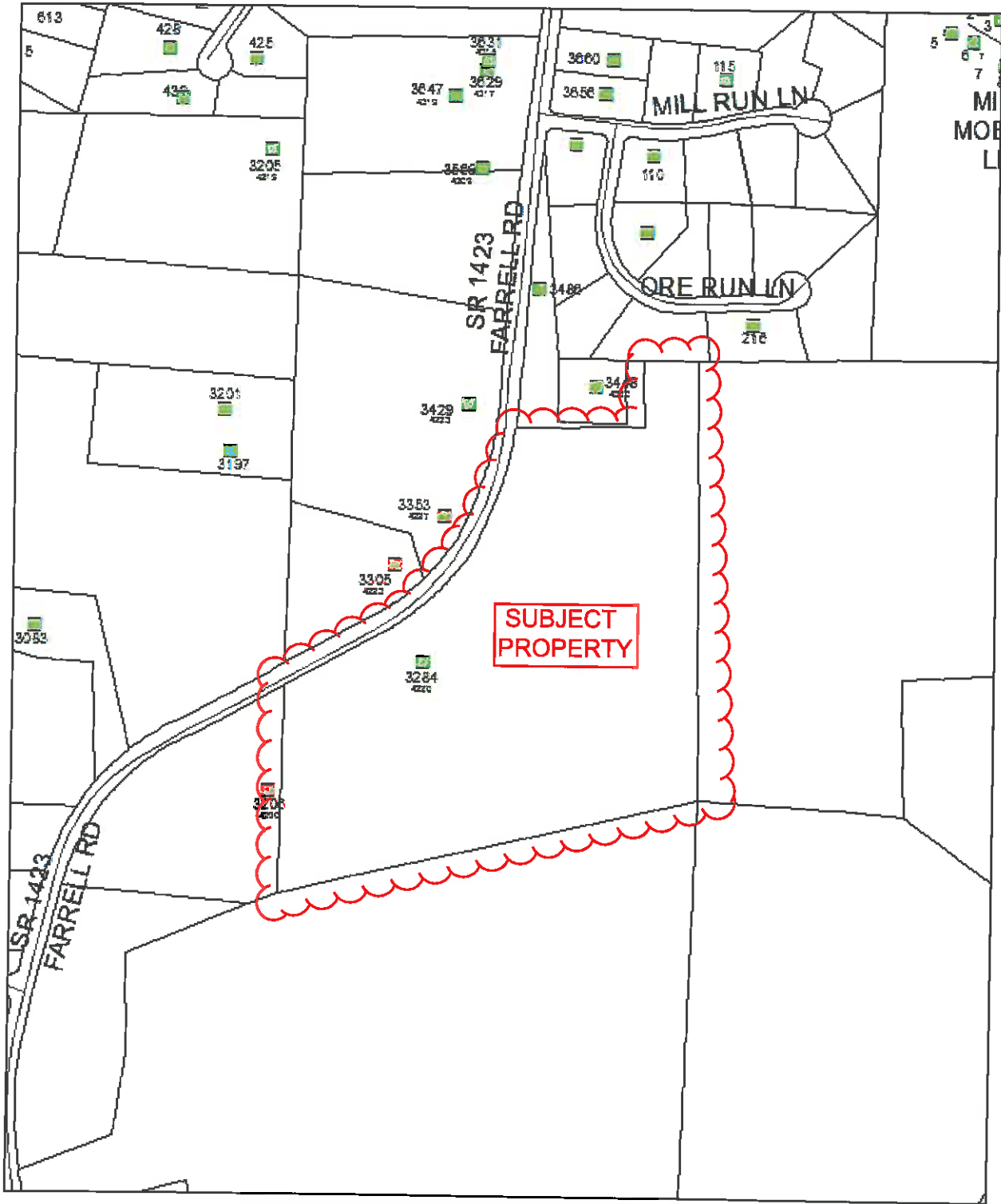
ATTEST:

Jenifer Gamble, Clerk to the Board

APPROVED AS TO FORM:

Whitney Parrish, Lee County Attorney

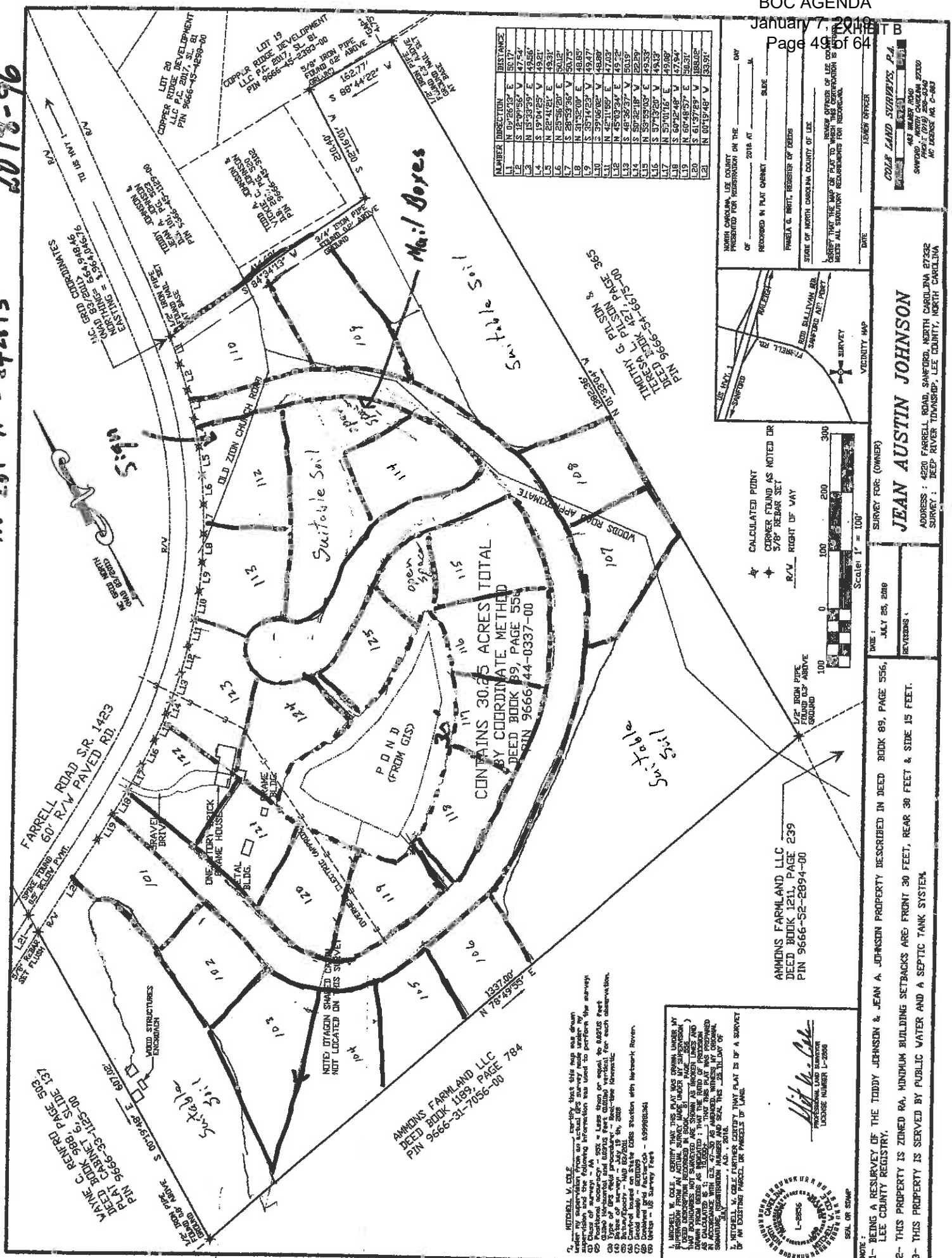
EXHIBIT A



Request to Rezone One 30.25 acre tract of land addressed as 3284 Farrell Road from RA, Residential Agricultural to Copper Ridge Estates Conditional Zoning District for the purpose of developing a residential single-family home subdivision.

The subject property is identified as Tax Parcel 9666-44-0337-00 as depicted on Lee County Tax Map 9666.03.

No Lot 11 - 34675
2018-96



JEAN AUSTIN JOHNSON
 SURVEY FOR: (OWNER)
 DATE: JULY 25, 2018
 REVISIONS:

AMMONS FARMLAND LLC
 DEED BOOK 1211, PAGE 239
 PIN 9666-52-2894-00

JEAN AUSTIN JOHNSON
 SURVEY FOR: (OWNER)
 DATE: JULY 25, 2018
 REVISIONS:

AMMONS FARMLAND LLC
 DEED BOOK 1211, PAGE 239
 PIN 9666-52-2894-00

AMMONS FARMLAND LLC
 DEED BOOK 1189, PAGE 784
 PIN 9666-31-7036-00

AMMONS FARMLAND LLC
 DEED BOOK 89, PAGE 556,
 DEED BOOK 1211, PAGE 239
 PIN 9666-52-2894-00

NOTE: 1- BEING A RESURVEY OF THE TIDDY JOHNSON & JEAN A. JOHNSON PROPERTY DESCRIBED IN DEED BOOK 89, PAGE 556,
 LEE COUNTY REGISTRY.
 2- THIS PROPERTY IS ZONED RA, MINIMUM BUILDING SETBACKS ARE FRONT 30 FEET, REAR 30 FEET & SIDE 15 FEET.
 3- THIS PROPERTY IS SERVED BY PUBLIC WATER AND A SEPTIC TANK SYSTEM.

MITCHELL V. COLE
 L-2886
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-2886

SEAL OF SWAMP

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
V. A.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Appointment to the Lee County Libraries Board of Trustees

DEPARTMENT: Library

CONTACT PERSON: Beth List, Director of Library Services

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Approve appointment of Rebecca Hunter to the Lee County Libraries Board of Trustees for the term 2018-2021
BUDGET IMPACT	N/A
ATTACHMENTS	Draft of Lee County Libraries Board Meeting Minutes from December 5 th , 2018; Application from Rebecca Hunter
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve appointment of Rebecca Hunter to the Lee County Libraries Board of Trustees for the term 2018 – 2021.
SUMMARY	

The Lee County Libraries has a current trustee vacancy for a 2018-2021 term. Vice Chairperson Dr. Jeff Hockaday of the Lee County Libraries Board of Trustees nominated Rebecca Hunter of Broadway, NC to fill this vacancy. The Trustees of the Lee County Libraries Board met on December 5th, 2018 and unanimously approved Rebecca Hunter be recommended for appointment to the Lee County Libraries Board of Trustees by the Lee County Board of Commissioners.



Lee County Libraries Board of Trustees

December 5th, 2018 Meeting Minutes

I) Call to Order: Chairwoman Dutton called the meeting to order at 5:34 pm

II) Roll Call

- a) Library Trustees Present: Chairwoman Mary Dutton, Vice-Chairman Jeff Hockaday, Trustee Cathy Griffith, Trustee Bill Tannenbaum, Trustee Sue Porr
- b) Also present: Board of Commissioners Library Liaison Chairwoman Amy Dalrymple, Director Beth List, Library Trustee Nominee Rebecca Hunter

III) Public Comments:

- a) NA

IV) Adoption of Current Agenda:

MOTION: Trustee Griffith motioned to adopt the agenda as presented for the December 5th, 2018 meeting. Seconded by Vice-Chairman Hockaday. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr

NAY: 0/0

V) Approval of Previous Meeting Minutes as submitted:

MOTION: Vice-Chairman Hockaday motioned to approve the minutes of the October 2018 meeting as submitted. Seconded by Trustee Tannenbaum. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr

NAY: 0/0

VI) Library Director Report - (see attached)

i) Safety Report - (see attached)

ii) Friends Report

(1) The Friends will be providing the gifts for the children at the Holiday Event on December 15th, 2018.

(2) The picture book shelving project should begin this month.

VII) Old Business

- a) Appropriate Behavior Policy

MOTION: Vice Chairman Hockaday motioned to approve the Appropriate Behavior Policy as presented. Seconded by Trustee Tannenbaum. Motion carried.



AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr
NAY: 0/0

b) Collection Development Policy

MOTION: Trustee Griffith motioned to approve the Collection Development Policy as presented. Seconded by Trustee Porr. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr
NAY: 0/0

c) Five Year Plan

MOTION: Trustee Porr motioned to extend the current Library Five Year Plan to be extended by one year to cover the years 2019 – 2024. Seconded by Trustee Tannenbaum. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr
NAY: 0/0

MOTION: Commissioner Dalrymple motioned for Chairwoman Dutton to create an ad hoc committee for the Five Year Plan to be chaired by Trustee Griffith. Seconded by Trustee Porr. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr
NAY: 0/0

VIII) New Business

- a) Capital Improvement Plan
 - i) Discussion ensued.

IX) Other Business

- a) Children's Shelving Project
 - i) The Friends have agree to cover the cost of materials for the new picture shelving in our Children's Department. Mr. Mark Arey has designed a concept and will work with volunteers to complete the project over the next few months.
- b) Trustee Recruitment
 - i) Vice Chairman nominated Rebecca Hunter as a potential Trustee member to fill the vacancy created by the resignation of Bill Cline.



MOTION: Trustee Tannenbaum motioned to recommend Rebecca Hunter to the Board of Commissioners for the vacant Library Trustee position. Seconded by Trustee Porr. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr

NAY: 0/0

- c) Trustees discussed bringing in “treats” for the library staff on December 17th. Trustee Porr asked everyone to bring in something and she would set it up by lunchtime. An email will be sent out as a reminder.
- d) Important Dates:
 - i) The next Library Board Meeting is scheduled for Wednesday, January 2nd, 2019 at 5:30PM.
 - ii) The Libraries are closed December 24th through December 26th 2018 and January 1st, 2019 for the holidays.

X) Adjournment

MOTION: Vice-Chair Hockaday motioned to adjourn the meeting at 6:50PM. Seconded by Trustee Tannenbaum. Motion carried.

AYE: 5/5: Chairwoman Dutton, Vice-Chairman Hockaday, Trustee Griffith, Trustee Tannenbaum, Trustee Porr

NAY: 0/0

Respectfully submitted by: _____
Beth List, Library Director

Accepted and approved: _____
Mary Dutton, Chairwoman

LEE COUNTY AGENDA ABSTRACT BOARD OF COMMISSIONERS MEETING

ITEM #:
V. B.

(Use the Down or Up Arrows to move between fields of the Form)

MEETING DATE: January 7, 2019

SUBJECT: Request from The Sanford Lee County Regional Airport Authority to access funds from the Airport Reserve Fund for Capital Project Improvements at the Airport.

DEPARTMENT: Administration

CONTACT PERSON: John Crumpton

TYPE: Consent Agenda Action Item Public Hearing Information

REQUEST	Consider Approval of Request From the SLCRAA
BUDGET IMPACT	\$218,000 from the Airport Reserve Fund
ATTACHMENTS	1) Letter From SLCRAA 2) Agreement with City of Sanford, SLCRAA and Lee County
PRIOR BOARD ACTION	N/A
RECOMMENDATION	Approve Request
SUMMARY	

At the fiscal year end on June 30, 2018, the Airport Reserve Fund's balance was \$254,783 (Audited Number). The tax base for the Airport in the current fiscal year is \$30,000,000. It is projected that tax revenue for the Airport Reserve Fund will exceed \$225,000 in the current fiscal year. In the current budget, there is \$100,000 from the fund to go to the Airport for capital purchases and operations. Thus, there is sufficient available money in the fund to grant the request for \$218,000. The funds will be used to install an elevator for the terminal building project and to fund a 10% local match for an NCDOT grant for the parking lot and access road project.



To: Lee County Board of Commissioners and Sanford City Council

From: Carter Keller, Chairman, Sanford-Lee County Regional Airport Authority

Date: 12/18/2018

Re: Airport Reserve Fund

Dear Commissioners and Councilmembers:

The Sanford-Lee County Regional Airport Authority hereby requests a draw down (funding) from the **Lee County Airport Reserve Fund** in the amount of **\$218,000**. The Authority hopes to use the revenue from the reserve fund to install the elevator for the terminal building project as well as to fund the 10% local match for the parking lot and access road project.

As you know, the Airport Authority is in the process of constructing a new terminal building. The cost of construction has exceeded available grant money received for the project from the State of North Carolina. The second floor of the terminal building includes 2,900 square feet of unfinished space and unfinished restrooms. The building also requires an elevator in order to lease and/or utilize any of the second floor. We have estimated the total cost to complete the construction and fit-up of the second floor to be \$350,000. The unfinished space cost for completion is estimated at \$80 per square foot for a subtotal of \$232,000. The elevator is estimated to cost \$118,000 for a total of \$350,000.

The Authority has also identified the parking lot and access roads as a project that needs to be addressed in conjunction with the completion of the terminal building. The cost for completion of this project is estimated at \$1,000,000. NCDOT has funded the project at 90% so in order to move forward the Authority needs to commit \$100,000 to fund 10% of the project.

In addition to the projects listed above, the building also needs to be outfitted with an audio-visual/security system and equipment, which is estimated to cost \$220,000. The Authority will apply for a loan from the County's Golden Leaf Loan program to pay for the equipment. The terminal building is estimated to be completed in August 2019.

The Authority appreciates all of the support both the City and County have provided over the years of our existence as the airport continues to make improvements in its quest to be the best airport in the Region. Please consider this request for \$218,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Carter Keller". The signature is stylized and fluid.

Carter Keller, Chairman

STATE OF NORTH CAROLINA

COUNTY OF LEE

INTERLOCAL AGREEMENT FOR
SANFORD-LEE COUNTY AIRPORT

THIS AGREEMENT is made and entered into this 18th day of February, 2003, by and between Lee County, a body corporate and public, and the City of Sanford, a municipal corporation.

WITNESSETH:

WHEREAS, in accordance with Chapter 63 of the North Carolina General Statutes which provides for the joint ownership, operation, and control of airports for cities and counties, Lee County and the City of Sanford adopted resolutions in 1976 to create an airport commission to operate the Sanford-Lee County Airport; and

WHEREAS, in 1992, the North Carolina General Assembly created the Sanford-Lee County Regional Airport Authority for the purpose of relocating the Sanford-Lee County Airport to the northern part of Lee County to serve as a reliever facility for Raleigh-Durham Airport; and

WHEREAS, prior to this date, the Sanford-Lee County Airport was located within the city limits of the City of Sanford; and Lee County and the City of Sanford collected ad valorem taxes on the personal property located at the airport in proportion to their respective tax rates; and Lee County and the City of Sanford divided the operating and capital expenses of the Airport equally between the two bodies, with each paying one-half (1/2) of those expenses; and

WHEREAS, the City of Sanford participated in the purchase of the land for the new airport and the capital expenses with regard to the construction of the new airport in the same fashion, paying one-half (1/2) of the local portion of those expenses; and

WHEREAS, the City of Sanford can no longer collect ad valorem taxes on the personal property located at the new airport without annexing it into the city limits; and

WHEREAS, Lee County and the City of Sanford recognize that there is a benefit from the new airport remaining outside of the city limits at this time, but desire to memorialize their agreement that expenses of the airport beyond normal operating expenses be borne by Lee County and the City of Sanford equally.

NOW, THEREFORE, for and in consideration of the past expenditures made by the City of Sanford toward the new airport, the mutual promises contained herein, and the payments to be made hereunder, the parties hereto agree as follows:

1. Lee County agrees to transfer to a special revenue fund to be designated as the Airport Reserve Fund the total annual amount of personal property tax collected for personal property located at the airport during each fiscal year. First priority in the use of said funds will be for operation and maintenance of the airport and for airport capital projects. Excess funds may be used for public purposes that benefit both the City and County.
2. The Sanford-Lee County Airport Authority shall use said revenue to operate the airport for the benefit of both Lee County and the City of Sanford, and the Airport Authority shall submit an annual budget request to the Board of Commissioners in keeping with the budgetary schedule as established for Lee County.
3. Any unexpected expenses that may occur, which exceed the resources of the Airport Authority, shall continue to be paid by Lee County and the City of Sanford in equal proportions (50-50).
4. In the event the Sanford-Lee County Regional Airport Authority is successful in securing grant funds for projects which have been approved by the City Council and the Board of County Commissioners, both entities agree to fund the required local match in equal proportions (50-50).

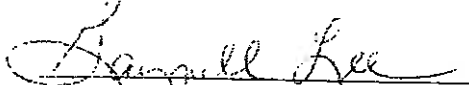
IN WITNESS WHEREOF, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.

LEE COUNTY

By:


Herbert A. Hincks, Chairman

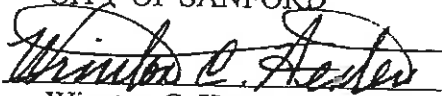
ATTEST:



Gaynell Lee, Clerk to the Board of County Commissioners

CITY OF SANFORD

By:


Winston C. Hester, Mayor

ATTEST:



Bonnie D. White, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, a Notary Public of the County and State aforesaid, certify that Gaynelle Lee came before me this day and acknowledged that she is the Clerk of the Lee County Board of Commissioners and that by authority duly given and as the act of the Board of Commissioners of Lee County, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and stamp and seal, this 21st day of February, 2003.

Vivian W. Taylor
Notary Public

(seal)

My Commission expires: August 25, 2006

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, a Notary Public of the County and State aforesaid, certify that Bonnie D. White came before me this day and acknowledged that she is the Clerk of the City of Sanford and that by authority duly given and as the act of the Sanford City Council, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and stamp and seal, this 18th day of February, 2003.

Michael L. Johnson
Notary Public

(seal)

My Commission expires: ~~My Commission Expires June 18, 2005~~

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 1991

8-1998 MAY 26 1992
PRINCIPAL CLERK

S

D

SENATE DRS7699-LB179(5.21)

Short Title: Sanford-Lee Airport Authority.

(Local)

Sponsors: Senators Staton, Johnson, and Sherron.

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT TO CREATE THE SANFORD-LEE COUNTY REGIONAL AIRPORT
3 AUTHORITY.
4 The General Assembly of North Carolina enacts:
5 Section 1. There is hereby created an airport authority to be known as
6 the "Sanford-Lee County Regional Airport Authority" which shall be a body politic
7 and corporate. The said authority shall be composed of six members, three
8 appointed by the Board of Commissioners for the County of Lee and three by the
9 Board of Aldermen of the City of Sanford. The said members shall be allowed a
10 reasonable compensation as determined by the joint action of the Board of Aldermen
11 of the City of Sanford and the Board of Commissioners for the County of Lee, and
12 shall be paid actual expenses incurred in the transaction of business at the instance of
13 the authority; provided, however, that no full-time employee or elected member of
14 either the Board of Aldermen of the City of Sanford or the board of Commissioners
15 of the County of Lee shall be aid for his or her services in connection with said
16 authority, but shall be entitled only to reimbursement of actual expenses.
17 Sec. 2. The members appointed as set forth above shall serve at the
18 pleasure of their respective appointing Board. The authority shall determine its own
19 organization and shall annually at its first meeting in July of each calendar year elect
20 its officers who shall serve for a term of one year, or until their successors are elected
21 and qualify. Officers shall be eligible to succeed themselves in office and to serve
22 consecutive terms at the will of the members of the authority.
23 Sec. 3. (a) The authority shall, in addition to the powers conferred in
24 Chapter 63 of the General Statutes of North Carolina, have the following powers:

- 1 (1) To sue and be sued in the name of the airport authority, and all
2 pleadings served upon the airport authority shall be served on the
3 chairperson or secretary of the airport authority.
- 4 (2) To expend funds appropriated from time to time by the County of
5 Lee and the City of Sanford, jointly or severally, for airport
6 purposes and to appropriate and expend funds received by the
7 authority from fees, charges, rents, and dues arising out of the
8 operation of said airport, the facilities, improvements, and
9 concessions located thereat or operated thereon.
- 10 (3) To establish, construct, control, lease, maintain, improve, operated,
11 and regulate an airport on lands acquired by it with buildings
12 necessary to accommodate all types of business to operate an
13 airport, runways, taxi ramps, parking ramps, and any equipment to
14 operate an airport, to have complete authority for rules and
15 regulations over all airport property for the control of all types of
16 vehicular traffic, mobile or stationary, and pedestrian traffic with
17 respect to areas or roadways not under the control of the
18 Department of Transportation and any rules and regulations
19 adopted by the airport authority for property exclusively under its
20 control and to have conjunctive authority to work with and
21 cooperate with all duly constituted law enforcement agencies to
22 enforce rules and regulations established by the State of North
23 Carolina. The penalty for violation of rules and regulations
24 established by the airport authority shall be a misdemeanor and,
25 upon conviction, shall be punishable by a fine not to exceed fifty
26 dollars (\$50.00) or imprisonment not to exceed 30 days. All rules
27 and regulations so adopted by the airport authority shall be
28 recorded by delivering true copies thereof certified by the
29 chairperson and secretary of the authority to the City of Sanford
30 and the County of Lee.
- 31 (4) For the public use or benefit the authority shall possess the power
32 of eminent domain and may acquire by purchase, gift, or
33 condemnation, any property for the purpose of establishing,
34 extending, enlarging, or improving an airport. The Sanford-Lee
35 County Regional Airport Authority is hereby declared to be a local
36 public condemner under the provisions of Chapter 40A of the
37 General Statutes and in exercising the powers of eminent domain
38 shall follow the procedures of Article 3 of Chapter 40A. Title to
39 the property and the right of immediate possession shall vest
40 pursuant to subsection (a) of G.S. 40A-42. If property acquired by
41 condemnation shall have a burial ground or graveyard then it shall
42 be lawful for said airport authority after 30 days notice to the
43 surviving spouse, or the next of kin of the deceased buried therein,
44 or the person in control of such graves, if any are known, to

GENERAL ASSEMBLY OF NORTH CAROLINA

- 1 remove the body interred therein and reinter the same in some
2 cemetery in the same county. If no surviving spouse or next of kin
3 or person in control can be found, then the airport authority can
4 advertise for four consecutive weeks in a newspaper published in
5 Lee County of the intended removal of said gravesite and the
6 removal shall be conducted under the supervision of the Clerk of
7 the Superior Court for Lee County or his or her representative,
8 and the expense of such removal shall be borne by the airport
9 authority. The airport authority may dispose of any real or
10 personal property belonging to it according to the procedures
11 described in Chapter 160A, Article 12.
- 12 (5) To lease for a term of 20 years and for purposes not inconsistent
13 with airport purposes or usage, real and/or personal property under
14 the supervision of or administered by the airport authority.
- 15 (6) To contract with persons, firms, or corporations for terms not to
16 exceed 20 years, for the operation of passenger and freight flights,
17 scheduled or nonscheduled, and any other plane or flight activities
18 not inconsistent with airport operations and to charge and collect
19 reasonable fees, charges, and rents for the use of such property,
20 and services rendered in the operation thereof.
- 21 (7) To operate, own, control, regulate, lease, or grant to others the
22 license to operate amusements or concessions for a term not
23 exceeding 20 years.
- 24 (8) To enter into contracts, and with the prior written approval of the
25 County of Lee and the City of Sanford, to pledge as security the
26 property of the airport authority; provided, however, that neither
27 the airport authority nor the individual members thereof shall have
28 any authority to pledge the credit of or contract for the County of
29 Lee or the City of Sanford, or any combination thereof. With the
30 prior written consent of the County of Lee and the City of
31 Sanford, the airport authority shall be authorized to pledge any
32 lease agreement to which it is a party as security for any loan.
- 33 (9) To adopt and use a seal.
- 34 (10) To contract with the Federal Aviation Administration of the
35 United States of America or with the State of North Carolina or
36 with any of the agencies or representatives of either of said
37 governmental bodies relating to the grading, constructing,
38 equipping, improving, maintaining, or operating of an airport
39 and/or its facilities.
- 40 (b) The Sanford-Lee County Regional Airport Authority shall enjoy
41 governmental immunity, however, the authority may contract to insure itself and any
42 of its officers, agents, or employees against liability for wrongful death or negligence
43 or intentional damage to persons or property or against absolute liability for damage
44 to persons or property caused by an act of omission of the authority or of any of its

1 officers, agents, or employees when acting within the scope of their authority and the
2 course of their employment. The members of the authority shall determine what
3 liabilities and what officers, agents, and employees shall be covered by any insurance
4 purchased pursuant to this provision.

5 Purchase of insurance pursuant to this provision waives the authority's
6 governmental immunity to the extent of insurance coverage, for any act or omission
7 occurring in the exercise of a governmental function. By entering into an insurance
8 contract with the authority, an insurer waives any defense based upon the
9 governmental immunity of the authority.

10 If the authority has waived its governmental immunity pursuant to the
11 foregoing provisions of this section, any person, or if he dies, his personal
12 representative, sustaining damages as a result of an act or omission of the authority or
13 any of its officers, agents, or employees occurring in the exercise of a governmental
14 function, may sue the authority for recovery of damages. To the extent of the
15 coverage of insurance purchased pursuant to this section governmental immunity may
16 not be a defense to the action. Otherwise, however, the authority has all defenses
17 available to private litigants in any action brought pursuant to these provisions
18 without restriction, limitation, or other effect whether the defense arises from
19 common law or by virtue of a statute.

20 Despite the purchase of insurance as authorized by this section, the
21 liability of an authority for acts or omissions occurring in the exercise of
22 governmental functions does not attach unless the plaintiff waives the right to have all
23 issues of law or fact relating to insurance in the action determined by a jury. The
24 judge shall hear and determine these issues without resort to a jury, and the jury shall
25 be absent during any motion, argument, testimony, or announcement of finding of
26 fact, or conclusions of law relating to these issues unless the defendant requests a jury
27 trial on them.

28 Sec. 4. The Sanford-Lee County Regional Airport Authority may
29 exercise the powers granted to municipalities by the terms of Article 6, Chapter 63 of
30 the General Statutes of North Carolina concerning public airports and related
31 facilities.

32 Sec. 5. In keeping with State policy, it is declared that the establishment
33 of an airport in Lee County is necessary and desirable and in the public interest of
34 the entire State and said airport authority herein created shall be regarded as
35 performing an essential governmental function in undertaking the construction,
36 maintenance, and operation of an airport and shall not be required to pay ad valorem
37 taxes or assessments upon properties acquired or otherwise used by it for such
38 purposes.

39 Sec. 6. In the event of cessation of the operation of an airport established
40 under this act, or the abandonment of any of the property acquired hereunder for
41 airport purposes, the title to such real or personal property, or rights under any
42 existing lease shall revert to and vest in the County of Lee and the City of Sanford,
43 and upon the sale of any property after cessation of operations, the proceeds
44 therefrom shall vest equally in the County of Lee and the City of Sanford.

1

Sec. 7. This act is effective upon ratification.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2005

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1

SENATE BILL 1513

Short Title: Sanford-Lee County Airport Authority. (Local)

Sponsors: Senator Atwater.

Referred to: State and Local Government.

May 18, 2006

A BILL TO BE ENTITLED

AN ACT TO ALLOW THE SANFORD-LEE COUNTY AIRPORT AUTHORITY TO ADD
AN ADDITIONAL MEMBER THAT IS AN EX OFFICIO VOTING MEMBER.

The General Assembly of North Carolina enacts:

SECTION 1. Section 1 of Chapter 903 of the 1991 Session Laws reads as rewritten:

"Section 1. There is hereby created an airport authority to be known as the "Sanford-Lee County Regional Airport Authority"~~which~~ which shall be a body politic and corporate. The said authority shall be composed of ~~six members, threes~~seven members; two appointed by the Board of Commissioners ~~for~~ of the County of Lee ~~and three~~ Lee, two by the ~~Board of Aldermen-City Council~~ Board of the City of Sanford~~Sanford~~; ~~and three ex officio voting members: the Sanford City Manager, the Lee County Manager, and the Lee County Economic Development Director.~~ Sanford; and three ex officio voting members: the Sanford City Manager, the Lee County Manager, and the Lee County Economic Development Director. The said members shall be allowed a reasonable compensation as determined by the joint action of the ~~Board of Aldermen-City Council~~ Board of of the City of Sanford and the Board of Commissioners for the County of Lee, and shall be paid actual expenses incurred in the transaction of business at the instance of the authority; provided, however, that no full-time employee of the city or county, or an elected member of either the ~~Board of Aldermen-City Council~~ Board of of the City of Sanford or the ~~board~~ Board of Commissioners of the County of Lee shall be paid for his or her services in connection with said authority, but shall be entitled only to reimbursement of actual expenses."

SECTION 2. This act becomes effective July 1, 2006.