

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

APRIL 16, 2007
3:00 P.M.

AGENDA

CALL TO ORDER – Chairman Brown

INVOCATION – Commissioner Shook

PLEDGE OF ALLEGIANCE

I. INTRODUCTION OF NEW EMPLOYEES – (pages 1-2)

II. ADDITIONAL AGENDA

III. 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).

- A. Minutes from March 14, 2007 special meeting (pages 3-5)
- B. Minutes from March 19, 2007 closed session (pages 6-7)
- C. Minutes from March 29, 2007 special meeting (page 8)
- D. Minutes from April 2, 2007 regular meeting (pages 9-15)
- E. Minutes from April 2, 2007 closed session (page 16)
- F. Tax Releases and Refunds for March 2007 (pages 17-22)
- G. Public School Building Capital Fund Application (pages 23-25)
- H. Budget Amendment # 04/16/07/17 (pages 26-35)
- I. Lease Agreement for Probation and Parole Office (pages 36-40)

IV. PUBLIC COMMENTS

V. OLD BUSINESS

- A. Jail Health Services Agreement with Southern Health Partners – Lisa Minter (pages 41-55)

VI. NEW BUSINESS

- A. Centennial Committee request for a proclamation for the General Assembly in reference to Lee County's 100th Birthday celebration – Lynn Sadler (pages 56-58)
- B. Centennial Committee request for donor funding – Lynn Sadler (pages 59-61)
- C. Approval of change to health insurance provider – Joyce McGehee (pages 62-66)
- D. Consider resignation of Commissioner Amy Stevens – Chairman Brown (pages 67-68)

VII. MANAGER'S REPORT

- A. BRAC Update – Lesa Price (page 69)
- B. Monthly Financial Reports for month ending March 31, 2007 (pages 70-73)

VIII. COMMISSIONERS COMMENTS

- IX. **PUBLIC HEARING** – Joint public hearings with the Lee County Planning Board will be held at 7:00 p.m., old Lee County Courthouse, 1408 S. Horner Blvd., Sanford, NC (pages 74-82)
 - A. Consider amendment to Section 5.1 of the Unified Development Ordinance (UDO) that would allow for accessory structures with the issuance of a Special Use Permit to be located on a parcel without a principle structure within the RA Residential Agricultural and RR Restricted Residential zoning districts
 - B. Consider amendment to Section 6.4 Cluster Subdivision in its entirety

ADJOURN

LEE COUNTY

NORTH CAROLINA

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AGENDA ITEM: I.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Introduction of New Employees

EXPLANATION:

The following new employees will be introduced to the Board at the April 16, 2007 meeting:

Health Department	Linda Henderson Jennifer Edwards
Tax Office	Suzanne Shue Candace Gust

RECOMMENDATION:

ATTACHMENTS:

- April 4, 2007 memo from HR Tech Vivian Taylor

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MINUTES OF THE SPECIAL MEETING
OF THE
BOARD OF COMMISSIONERS
FOR THE
COUNTY OF LEE, STATE OF NORTH CAROLINA

MARCH 14, 2007

The special meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 4:00 p.m. in the Commissioners' Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present were Robert H. Brown, James C. Kelly, Jerry M. Lemmond, Nathan E. Paschal, Robert T. Reives, Linda A. Shook, and Amy L. Stevens.

Chairman Brown presided and the following business was transacted:

County Attorney K. R. Hoyle delivered the invocation.

Chairman Brown led the pledge of allegiance.

Chairman Brown stated the purpose of the special meeting was to consider adjusting the date of County Manager David Smitherman's resignation. Mr. Smitherman submitted his resignation to the Board in late January to be effective April 24, 2007. His last day of employment was scheduled for March 30, 2007, and he would be paid the balance of his vacation leave through April 24, 2007. Mr. Smitherman forwarded a letter, dated March 12, 2007, to Chairman Brown asking that his service as County Manager end at the close of business on Wednesday, March 14, 2007, and he be reassigned to the position of Administrative Consultant until April 24, 2007. Mr. Smitherman also asked the Board to repeal Section 6 of his contract (Outside Activities) of the employment agreement dated June 30, 2004. After much discussion, Commissioner Paschal moved to approve a *Resolution Amending the Terms of Resignation of David M. Smitherman as County Manager*, 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: Brown, Kelly, Paschal, and Stevens

Nay: Lemmond, Reives, and Shook

The Chairman ruled the motion had been adopted by a four to three vote.

Commissioner Paschal moved to change Mr. Smitherman's title from County Manager to Administrative Consultant effective March 15, 2007 through April 24, 2007. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens

Nay: None

The Chairman ruled the motion had been adopted unanimously.

The Board discussed the appointment of an individual to serve as Interim County Manager. County Attorney K. R. Hoyle read North Carolina General Statute §153A-84 which states, "*Whenever the position of county manager is vacant, the board of commissioners shall designate a qualified person to exercise the powers and perform the duties of manager until the vacancy is filled. The board may designate the chairman or some other member as interim manager; for the interim the chairman or member shall become a full-time county official, and the board may increase his salary pursuant to G.S. 153A-28*". After some discussion, Commissioner Shook moved that former Chairman Herbert Hincks be appointed Interim County Manager. Upon a vote, the results were as follows:

Aye: Paschal and Shook

Nay: Brown, Kelly, Lemmond, Reives, and Stevens

The Chairman ruled the motion failed by a five to two vote.

After further discussion, Commissioner Reives nominated Finance Director Lisa Minter and Commissioner Stevens nominated Assistant County Manager Kenny Cole to serve as Interim County Manager. Upon a vote for Ms. Minter, the results were as follows:

Aye: Kelly, Lemmond, Paschal, and Reives

Nay: Brown, Shook, and Stevens

The Chairman ruled the motion had been adopted by a four to three vote. Mr. Brown announced that Finance Director Lisa Minter would be the Interim County Manager until the County Manager's position is filled.

Commissioner Stevens moved for Chairman Brown to co-sign County checks with the Finance Director until a new County Manager is hired. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens

Nay: None

The Chairman ruled the motion had been adopted unanimously.

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

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens

Nay: None

The Chairman ruled the motion had been adopted unanimously.

Robert H. Brown, Chairman
Lee County Board of Commissioners

ATTEST:

Gaynell M. Lee, Clerk

LEE COUNTY

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MINUTES OF THE CLOSED SESSION
OF THE
BOARD OF COMMISSIONERS
FOR THE
COUNTY OF LEE, STATE OF NORTH CAROLINA

MARCH 19, 2007

The closed session of the Board of Commissioners for the County of Lee, State of North Carolina, for the purpose of discussing matters relating to the expansion of an industry in Lee County, including agreement on a tentative list of economic development incentives that may be offered by the County in negotiations, per N.C. General Statute §143-318.11 (a) (4), was held in the Small Conference Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present were Robert H. Brown, James C. Kelly, Jerry M. Lemmond, Nathan E. Paschal, Robert T. Reives, Linda A. Shook, and Amy L. Stevens. Interim Manager Lisa Minter, County Attorney K. R. Hoyle, Clerk to the Board Gaynell Lee, Economic Development Director Bob Heuts, and John Daniel, Chairman of the Economic Development Corporation were also present.

Economic Development Director Bob Heuts updated the Board on a project that was approved by the Board of Commissioners in November 2006 for the addition of an Administrative Building on the Wyeth property containing not less than 150,000 square feet and the land, building and equipment will be an investment of at least \$50,000,000. The project will provide a facility which will result in the retention and creation of a substantial number of jobs in Lee County. Mr. Heuts stated that he, County Attorney K. R. Hoyle, and Wyeth's attorneys have reviewed the grant agreements and find everything to be in order. Mr. Heuts stated the new Administrative Building will replace all mobile units currently being used on the Wyeth property. It was also noted the agreement would be between Wyeth and Lee County Economic Development Corporation.

After further discussion, Mr. Heuts asked the Board to schedule a public hearing for the April 2, 2007 meeting to hear comments from the public concerning the above-referenced Wyeth project.

Commissioner Reives moved to go out of closed session. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously and the closed session adjourned.

Robert H. Brown, Chairman
Lee County Board of Commissioners

ATTEST:

Gaynell M. Lee, Clerk

LEE COUNTY

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MINUTES OF THE SPECIAL MEETING
OF THE
LEE COUNTY BOARD OF COMMISSIONERS
FOR THE
COUNTY OF LEE, STATE OF NORTH CAROLINA

MARCH 29, 2007

The special meeting of the Lee County Board of Commissioners and members of the Central Carolina Community College (CCCC) Board of Trustees met at 3:00 p.m., Thursday, April 29, 2007, at the Central Carolina Community College Jonesboro Center, Cox Maddox Road, Sanford, North Carolina. Commissioners present were Robert H. Brown, James C. Kelly, Jerry M. Lemmond, and Nathan E. Paschal. Commissioners Robert T. Reives, Linda A. Shook, and Amy L. Stevens were absent. Staff members present included K. R. Hoyle, County Attorney, Interim County Manager Lisa Minter, and Clerk to the Board Gaynell Lee.

Mr. Bobby Powell, CCCC Board Chair welcomed everyone.

Dr. Matt Garrett, CCCC President discussed financial needs of the community college, how county funds are spent, the status of CCCC facilities and maintenance, security and safety issues, and a comparison of CCCC to other colleges in the region. Dr. Garrett also discussed the Early College High School program located on the CCCC campus, the need for more medical providers, and the future of the Jonesboro Center. The community college is asking for a total of \$13.6 million for short and long-term projects. A budget request of \$2,061,863 for the upcoming fiscal year has been requested. A question and answer session followed the presentation.

No action was taken.

The meeting adjourned at 4:35 p.m.

Robert H. Brown, Chairman
Lee County Board of Commissioners

ATTEST:

Gaynell M. Lee, Clerk

LEE COUNTY

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MINUTES OF THE REGULAR MEETING
OF THE
BOARD OF COMMISSIONERS
FOR THE
COUNTY OF LEE, STATE OF NORTH CAROLINA

APRIL 2, 2007

The regular meeting of the Board of Commissioners for the County of Lee, State of North Carolina, convened at 8:00 a.m. in the Commissioners' Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present were Robert H. Brown, James C. Kelly, Jerry M. Lemmond, Nathan E. Paschal, Robert T. Reives, Linda A. Shook, and Amy L. Stevens.

Chairman Brown presided and the following business was transacted:

County Attorney K. R. Hoyle delivered the invocation.

Chairman Brown led the pledge of allegiance.

Mr. Marc Clark from the Employee Selection Committee introduced Mr. Scott Brummond, Computing Support Technician II with the Department of Social Services as the *April 2007 Employee of the Month*. Chairman Brown presented Mr. Brummond with his awards which include a day off with pay, a *Star Award*, a framed certificate, a pizza, compliments of Papa John's Pizza, Coca Cola products from Sanford Coca Cola Bottling Company, and a movie rental from the Movie Gallery.

With no additions to the agenda, Commissioner Paschal moved to approve the agenda as presented. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously.

Commissioner Lemmond moved to approve the consent agenda as presented, which consisted of the following items:

- Minutes of the March 19, 2007 regular meeting;
- Acceptance of a \$500 donation to the Parks and Recreation Department from the Kiwanis Club of Sanford;
- Proclamation for *National Volunteer Week* (copy attached);
- Resolution honoring Tax Listing Manager Mary Yow (copy attached);
- Request for DOT to conduct a traffic study on Nicholson Road;
- Approval of Johnston-Lee-Harnett Community Action FY 2007-08 Community Services Block Grant Program;
- Proclamation for N.C. Department of Transportation Spring *LITTER SWEEP* roadside cleanup (copy attached);
- Acceptance of donated amateur radio equipment for the Emergency Management Office valued at \$4,500;
- Annual Consolidated Agreement between the Lee County Health Department and the State Division of Health Services;
- Approval for the Health Department to increase standard fee for DOT physical exams in the Primary Care Program from \$35 to \$75; and
- Resolution in memory of former Commissioner Dr. John Dotterer (copy attached)

Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens

Nay: None

The Chairman ruled the motion had been adopted unanimously.

At this time the Board conducted a public hearing that had been advertised for this date and time for public comments in reference to an economic development project with Wyeth for the extension of utilities and other site preparation on property owned by it in the Lee County Industrial Park for the construction of an administrative building containing at least 180,000 square feet, with an initial taxable value of at least \$50,000,000.00. Mr. Bob Heuts, Director of the Economic Development Corporation discussed the project and stated the proposed new facility would result in the retention and creation of a substantial number of jobs in Lee County and would further the economic development of the County, would provide gainful employment, and be in the best interests of the people of Lee County. Mr. Heuts further stated that \$911,858.00 is being requested from the County for the cost of the project.

Chairman Brown opened the public hearing.

Mr. Bob Heuts, representing the Lee County Economic Development Corporation stated he was in favor of the proposed project.

Mr. John Daniel, Chairman of the Lee County Economic Development Corporation spoke in favor of the proposed project.

Mr. Kirk Smith, 3108 Avents Ferry Road, Sanford, spoke in opposition to the proposed project. Mr. Smith stated it was not the County's responsibility to support businesses and the Commissioners did not need to give taxpayers money away.

Chairman Brown closed the public hearing.

Commissioner Reives moved to approve a *Resolution Authorizing the Expenditure of Funds for an Economic Development Project and Approving an Agreement with the Lee County Economic Development Corporation*, a copy of which is attached, and by this reference made a part hereof. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, and Stevens

Nay: Shook

The Chairman ruled the motion had been adopted by a six to one vote.

No one present signed up to speak during the *Public Comments* section of the meeting.

The Board heard a presentation from Mr. Frank Thompson, Vice-Chairman of the Lee County Board of Education in reference to their FY 2007-08 budget request. No figure requests were presented; however, Mr. Thompson addressed the following issues and concerns:

- Lee County ranks 37 out of 115 school units in the County appropriation per pupil amount. Lee County's per pupil appropriation is \$1,333 compared with the state average of \$1,477;
- Fines and Forfeitures are running well below receipts as compared to the same time last year. This potential revenue shortfall is of concern for the current year's budget;
- Salaries are estimated to increase between 5-8% and retirement contributions by 1%;
- Anticipated 15% increase in health insurance costs;
- Required to hire two additional School Resource Officers as part of a grant received from the Department of Justice;
- Teacher turnover rate is 18% as compared to a state average of 12.58%;
- Recent lose of staff in the finance department who went to neighboring counties for more money;

- Curriculum changes mandated by DPI, along with the changing student population, require the hiring of additional staff;
- Anticipated increase in audit fees and Worker's Compensation Insurance;
- Estimated 5% increase in utility charges;
- Funding to expand telephone system as additional mobile units are added;
- Increased bandwidth needed for an enhanced student information management system;
- Replacement of network switches at the two middle schools and co-ax cabling at Lee County High School;
- Update of hardware and software for the mainframe that houses accounts payable, payroll, child nutrition, federal budgets, SIMS and personnel files;
- Capital Outlay issues addressed include additional mobile unites for Deep River and J. R. Ingram Schools;
- HVAC projects at three of the schools to enhance energy efficiency and conservation;
- New roof needed for the new gym at Lee County High School;
- Old gym needs to be stabilized and renovated;
- Science building at Lee County High School needs to be demolished;
- Need mobile building with seven classrooms and restroom facilities in anticipation of the restoration project at Lee County High School;
- Parking lot improvements at six locations;
- Continue lock replacement projects at two of the school facilities; and
- Provide walkway canopies at two schools

Mr. Thompson stated the Board of Education is scheduled to approve their final budget requests at their April 3, 2007 meeting, and will forward a more detailed budget request to the County by Wednesday, April 4, 2007. No action was taken.

Mr. Johnnie Edmondson, Tax Consultant gave the Board a report on the 2007 Revaluation Project. Mr. Edmondson stated staff were evaluating and reviewing approximately 30,500 parcels at this time. All neighborhoods are being reviewed to make sure they are in compliance with all records. At this time, approximately 80% of the work has been completed. Notices should go out to the property owners around April 12-13, 2007. A "Notice" will also be placed in the local newspaper advising citizens that notices are being mailed and other needed information. Mr. Edmondson stated the Tax Office is still short-staffed at this time; however, applications are being taken for those vacancies. Staff from other departments will assist Tax Office staff with answering questions and scheduling appointments once notices are mailed. The Board of Equalization and Review will begin meeting in early May. No action was taken.

The Board considered an agreement for jail health services from Southern Health Partners, Inc. County Attorney K. R. Hoyle told the Board that on February 19, 2007, the Commissioners heard a presentation from Sheriff's Department staff in reference to jail health services with Southern Health Partners, Inc. A question was raised in reference to the 40% discount Central Carolina Hospital currently gives Lee County for medical services provided for inmates and whether the same discount would be offered to Southern Health Partners. The agreement currently states Lee County will pay Southern Health Partners an annual base price of \$169,800, with monthly installments during the initial term of \$14,150 per month. It is proposed for the agreement to be effective May 1, 2007, renewable on an annual basis. Mr. Hoyle stated a meeting is scheduled for April 3, 2007, with Southern Health to hopefully finalize some of the questions and concerns referenced in the agreement. After much discussion, Commissioner Stevens moved to table discussion until the April 16, 2006 meeting. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
 Nay: None

The Chairman ruled the motion had been adopted unanimously.

The Board considered a joint resolution with the Town of Broadway Commissioners, City of Sanford City Council, Sanford Area Chamber of Commerce Board of Directors, and Lee County Economic Development Corporation for the 2009-2016 Transportation Improvement Plan (TIP) projects for Lee County. Economic Development Director Bob Heuts presented the resolution. After some discussion, Commissioner Stevens moved to approve the resolution as presented with the following additions:

1. Re-route traffic on Kelly Drive in front of the Central Carolina Community College to exit on Nash Street between the Dennis Wicker Civic Center and Magneti Marelli USA; and
2. Repave Cotton Road (SR 1403)

Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
 Nay: None

The Chairman ruled the motion had been adopted unanimously.

Interim County Manager Lisa Minter presented a letter and by-laws from the City of Sanford in reference to a 911 Communications Committee that was established in January 2005. City Manager Leonard Barefoot had stated to Ms.

Minter that he was not interested in forming a 911 Advisory Board with Lee County. The question in reference to establishing a 911 Advisory Board came about at the annual Commissioners Retreat held in February 2007. At the March meeting, Ms. Minter was instructed to bring back to the Commissioners a proposed list of individuals to serve on said committee. IT Director Ryan Draughn, Emergency Management Director Eric Griffin and the new Fire Marshal will be members of the 911 Communications Committee established by the City of Sanford. After some discussion, Commissioner Lemmond moved not to appoint a County 911 Advisory Board at this time. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously.

Ms. Minter presented a list of recommended names to serve on the Lee County Facility Planning Committee, as directed at the March 19, 2007 meeting. The Committee will bring recommendations to the Commissioners for building needs for County facilities as addressed in the space needs study completed by Mullins-Sherman Architects. After some discussion, Commissioner Lemmond moved to approve the following individuals to serve on Lee County Facility Planning Committee:

- Commissioner Ed Paschal
- Commissioner Linda Shook
- Assistant County Manager Kenny Cole
- Social Services Director Brenda Potts
- Mark Revels, Local Realtor and
- John Daniel, Local Appraiser

Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Shook, and Stevens
Nay: Reives

The Chairman ruled the motion had been adopted unanimously.

Commissioner Lemmond moved to go into closed session to establish negotiations of the amount of compensation of an employment contract per N. C. General Statute § 143-318.11 (a) (5). Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously.

At this time the Board took a ten-minute recess.

Upon returning from recess, the meeting (closed session) resumed in the Small Conference Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina. All Commissioners were in attendance in addition to County Attorney K. R. Hoyle and Clerk to the Board Gaynell Lee.

After completing business in closed session, the meeting resumed in the Commissioners' Room, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina. All Commissioners were in attendance.

Commissioner Paschal moved to approve an agreement between Lee County and Interim County Manager Lisa Minter for a 30% pay increase (from \$71,631 to \$93,120) effective March 15, 2007, a copy of which is attached to these minutes and by this reference made a part hereof. The agreement will be in place until a new County Manager is hired. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously.

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

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously and the meeting adjourned in keeping with the motion.

Robert H. Brown, Chairman
Lee County Board of Commissioners

ATTEST:

Gaynell M. Lee, Clerk

LEE COUNTY

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MINUTES OF THE CLOSED SESSION
OF THE
BOARD OF COMMISSIONERS
FOR THE
COUNTY OF LEE, STATE OF NORTH CAROLINA

APRIL 2, 2007

The closed session of the Board of Commissioners for the County of Lee, State of North Carolina, to establish negotiations of the amount of compensation of an employment contract per N. C. General Statute § 143-318.11 (a) (5), was held in the Small Conference Room, First Floor, Lee County Government Center, 106 Hillcrest Drive, Sanford, North Carolina, on said date. Commissioners present were Robert H. Brown, James C. Kelly, Jerry M. Lemmond, Nathan E. Paschal, Robert T. Reives, Linda A. Shook, and Amy L. Stevens. County Attorney K. R. Hoyle and Clerk to the Board Gaynell Lee were also present.

Chairman Brown called the closed session to order.

Chairman Brown discussed an agreement between the County of Lee and Interim County Manager Lisa Minter which requested a 30% pay increase while assuming additional duties as Interim County Manager.

Commissioner Paschal moved to go out of closed session. Upon a vote, the results were as follows:

Aye: Brown, Kelly, Lemmond, Paschal, Reives, Shook, and Stevens
Nay: None

The Chairman ruled the motion had been adopted unanimously and the closed session adjourned.

ATTEST:

Robert H. Brown, Chairman
Lee County Board of Commissioners

Gaynell M. Lee, Clerk

LEE COUNTY

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AGENDA ITEM: III. F.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Tax Releases and Refunds for March 2007

EXPLANATION:

The Tax Office has furnished routine Tax Releases and Refunds for March 2007 for the Board's approval. N.C. General Statute 105-381 (b) requires that the governing body determine the release or refund of a tax.

RECOMMENDATION:

Approve Tax Releases and Refunds for March 2007 as presented.

ATTACHMENTS:

- April 3, 2007 memo from Tax Listing Manager Mary Yow
- Real Property Abatement Report
- Personal Property Abatement Report
- Solid Waste Fee Abatement Report
- Release Code Descriptions



Memorandum

To: Lee County Board of County Commissioners
From: Mary C. Yow, PPS, Tax Listing Manager *MCY*
Date: April 3, 2007
Re: Approval of Releases and Refunds for the month of March 2007.

Attached is the monthly Release and Refund report for March 2007. A release or refund is necessary to adjust or correct an existing tax bill that is in error. North Carolina General Statute 105-381(b) requires the governing body to determine the release or refund of a tax. Therefore I am asking for approval from the board for the releases and refunds requested.

Thank you for your consideration.

APR - 4 2007

MCY

LEE COUNTY

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Real Property Abatement Report

From 03/01/2007 To 03/31/2007

	Value	County	City	Fire	Total	Release Code
2006						
Release						
JACKSON, ROBERT	\$44,400.00	\$350.76	\$0.00	\$28.42	\$379.18	TOS
VARNER, SUSAN	\$70,700.00	\$558.53	\$0.00	\$47.37	\$605.90	TA-2
Release Totals:	\$115,100.00	\$909.29	\$0.00	\$75.79	\$985.08	

LEE COUNTY

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Personal Property Abatement Report

From 03/01/2007 To 03/31/2007

	Value	County Tax	County Penalty	District Tax	District Penalty	Total	Release Code
2006							
Release							
CAMERON, STEPHANIE	\$4,080.00	\$32.23	\$3.22	\$2.37	\$0.24	\$38.06	T-10
CHRISCOE, MARY	\$18,300.00	\$144.57	\$0.00	\$10.61	\$0.00	\$155.18	TOS-1
FLORES, ROSALINDA	\$14,630.00	\$115.58	\$11.56	\$7.61	\$0.76	\$135.51	T-10
OLDHAM % OLDHAM INC,	\$500,000.00	\$0.00	\$0.00	\$3,050.00	\$305.00	\$3,355.00	TO-3
Release Total :	\$537,010.00	\$292.38	\$14.78	\$3,070.59	\$306.00	\$3,683.75	

2005							
Release							
CAMERON, STEPHANIE	\$4,330.00	\$34.21	\$3.42	\$2.86	\$0.29	\$40.78	T-8
Release Total :	\$4,330.00	\$34.21	\$3.42	\$2.86	\$0.29	\$40.78	

Refund							
ELLIS, KENNETH	\$20,540.00	\$162.27	\$16.23	\$14.79	\$1.48	\$194.77	T-10
Refund Total :	\$20,540.00	\$162.27	\$16.23	\$14.79	\$1.48	\$194.77	

2004							
Refund							
ELLIS, KENNETH	\$22,080.00	\$147.94	\$14.79	\$15.90	\$1.59	\$180.22	T-10
Refund Total :	\$22,080.00	\$147.94	\$14.79	\$15.90	\$1.59	\$180.22	

2003							
Refund							
ELLIS, KENNETH	\$23,710.00	\$158.86	\$15.89	\$16.60	\$1.66	\$193.01	T-10
Refund Total :	\$23,710.00	\$158.86	\$15.89	\$16.60	\$1.66	\$193.01	

LEE COUNTY

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Solid Waste Fee Abatement Report

From 03/01/2007 To 03/31/2007

	Solid Waste Fees	Release Code
2006		
Release		
SW - Waste Disposal		
LEMMOND, R B	\$77.00	VA
SW - Waste Disposal Totals:	\$77.00	

2005		
Release		
SW - Waste Disposal		
LEMMOND, R B	\$77.00	VA
SW - Waste Disposal Totals:	\$77.00	

2004		
Release		
SW - Waste Disposal		
LEMMOND, R B	\$72.00	VA
SW - Waste Disposal Totals:	\$72.00	

RELEASE CODE DESCRIPTIONS

1	ALLOWABLE EXEMPTIONS NOT APPLIED (SENIOR CITIZEN, CHURCH, ETC.)
2	PROPERTY DOUBLE LISTED BY TAXPAYER OR TAX OFFICE
3	TAX SITUS OF PROPERTY OUTSIDE JURISDICTION
4	REAL PROPERTY DATA IN ERROR
5	PERSONAL PROPERTY DATA IN ERROR
6	PROPERTY LISTED TO INCORRECT OWNER
7	LAST LIST PENALTY
8	TAXPAYER LISTED PERSONAL PROPERTY THEY DID NOT OWN
9	PROPERTY REVALUED BY PROPERTY TAX COMMISSION OR BOARD OF E&R
10	PERSONAL PROPERTY ASSESSMENT NO LONGER OWNED OR LISTED IN ANOTHER ACCOUNT NO RESPONSE TO ASSESSMENT LETTER
11	TAX FORECLOSURE SALE
T	TAXPAYER
TO	TAX OFFICE
LR	LAND RECORDS
TA	TAX APPRAISAL
TOS	TAX OFFICE SOFTWARE
TFS	TAX FORECLOSURE SALE
GP	GARBAGE PICKUP
VA	VACANT OR ADJUSTMENT FOR WASTE FEE
CY	CITY OF SANFORD OR TOWN OR BROADWAY

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

023

AGENDA ITEM: III. G.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Public School Building Capital Fund Application

EXPLANATION:

Interim Manager Lisa Minter is asking the Board to approve the application to draw funds for FY 2006-07 out of the Public School Building Capital Fund. A total of \$511,541 has been budgeted to pay for school debt service for construction of Broadway Elementary School. The Board of Education approved this application at their April 3, 2007 meeting.

RECOMMENDATION:

Approve application to draw \$511,541 from the FY 2006-07 Public School Building Capital Fund for construction of Broadway Elementary School.

ATTACHMENTS:

- April 5, 2007 memo from Ms. Minter
- Public School Capital Building Fund Application

LEE COUNTY

Committed Today for a Better Tomorrow

MEMORANDUM

To: Robert H. Brown, Chairman

From: Lisa G. Minter, Interim County Manager/Finance Director 

Date: April 5, 2007

Subject: Public School Building Capital Fund Application

Please find attached a copy of the application to draw funds for FY 2006-2007 out of the Public School Building Capital Fund. The Lee County Board of Education approved the application on April 3, 2007. The County's 2006 – 2007 budget includes \$511,541 from this fund to pay school debt service.

Please let me know if you have any questions or need any additional information.

APR - 5 2007



Revised 10/5/06

**APPLICATION
PUBLIC SCHOOL CAPITAL BUILDING FUND
ADM (Corporate Tax) FUND**

Approved: _____
Date: _____

County: Lee
Address: P O box 1968 Sanford, NC 27330
School Admin. Unit: 530 Lee County Schools
Project Title: Construction of Broadway Elementary School
Location: South Main Street Broadway NC 27505
Type of Facility: Elementary School

Contact Person: Lisa Minter
Title: Interim County Manager
Phone: (919) 718-4605

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities."

Short Description of Construction Project:
Debt Repayment

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ 511,541.00	\$ 170,514.00	\$ 682,055.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ _____	\$ _____	\$ 0.00
School Technology	\$ _____	\$ N/A	\$ 0.00
Debt Service/Bond Payment	\$ _____	\$ _____	\$ 0.00
Total	\$ 511,541.00	\$ 170,514.00	\$ 682,055.00

Bid Dates/Vendors: May 14, 1997 Sigma Construction

Contracts signed/Dates: May 27, 1997 Sigma Construction

Estimated date of beginning of construction: August 1, 1997

Estimated date of completion: April 1, 1999

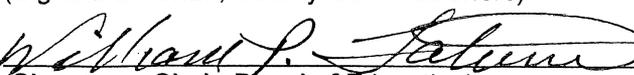
Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): General Revenue

\$ _____ of the matching funds have been expended for/date/description: _____

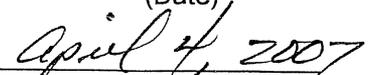
Reporting requirements: We, the undersigned, agree to submit a statement of state/local amounts expended for this project within 60 days of completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ 511,541.00 from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the match is available and designated as match of this project.

(Signature - Chair, County Commissioners)


(Signature - Chair, Board of Education)

(Date)


(Date)

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

AGENDA ITEM: III. H.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Budget Amendment 04/16/07/17

EXPLANATION:

Routine budget amendments from various departments are presented for approval. Ms. Minter will address any issues the Board might have in reference to the budget amendment.

RECOMMENDATION:

Approve Budget Amendment # 04/16/07/#17 as presented.

ATTACHMENTS:

- April 5, 2007 memo from Ms. Minter
- Budget Amendment # 04/16./07/#17 and back-up information from each department

LEE COUNTY

Committed Today for a Better Tomorrow

MEMORANDUM

To: Lee County Board of Commissioners

From: Lisa G. Minter, Interim County Manager/Finance Director 

Date: April 5, 2007

Subject: Budget Amendment

The attached budget amendment (#04/16/07/17) needs approval by the Board of Commissioners. Monies are being transferred from several reserve accounts and between various accounts to cover overages for workers compensation insurance, unemployment costs and property and liability insurance. In addition, \$80,000 is being appropriated as approved by the Board of Commissioners for architectural services related to Lee County High School renovations.

If you have any questions, please let me know. Thank you for your consideration of this request.

APR - 5 2007



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: Lisa G. Minter, Interim Lee County Manager
 SUBJECT: BUDGET AMENDMENT:#04/16/07/17
 DATE: 4/16/2007

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	OLD BUDGET	CHANGE	NEW BUDGET
Fund Balance Approp	1100-3990-39900	Fund Balance Appropriated	3,053,056	126,000	3,179,056
TOTAL CHANGES				126,000	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	OLD BUDGET	CHANGE	NEW BUDGET
Human Resources	1100-4125-42400	Workers Compensation	840	1,529	2,369
Finance	1100-4130-42400	Workers Compensation	900	707	1,607
Tax Administration	1100-4141-42400	Workers Compensation	5,775	4,164	9,939
Tax Revaluation	1100-4142-42400	Workers Compensation	2,500	3,599	6,099
Strategic Services	1100-4143-42400	Workers Compensation	762	721	1,483
Elections	1100-4172-42400	Workers Compensation	310	335	645
Register of Deeds	1100-4180-42400	Workers Compensation	751	574	1,325
Information Technology	1100-4210-42400	Workers Compensation	843	476	1,319
Buildings & Grounds	1100-4262-42400	Workers Compensation	35,687	21,118	56,805
Sheriff	1100-4310-42400	Workers Compensation	48,745	46,062	94,807
Jail	1100-4320-42400	Workers Compensation	30,000	10,726	40,726
Emergency Services	1100-4371-42400	Workers Compensation	4,896	986	5,882
Fire Marshal	1100-4372-42400	Workers Compensation	3,260	322	3,582
Soil Conservation	1100-4960-42400	Workers Compensation	1,600	693	2,293
Health Dept General Admin	1100-5100-42400	Workers Compensation	3,667	5,305	8,972
Health Maternal Health	1100-5101-42400	Workers Compensation	3,939	2,316	6,255
Health Child Health	1100-5102-42400	Workers Compensation	1,695	1,260	2,955
Health Family Planning	1100-5107-42400	Workers Compensation	2,098	862	2,960
Health Animal Control	1100-5108-42400	Workers Compensation	4,288	4,601	8,889
Health Environmental	1100-5109-42400	Workers Compensation	4,286	9,886	14,172
Health Aids Control	1100-5110-42400	Workers Compensation	921	36	957
Health Bioterrorism	1100-5111-42400	Workers Compensation	557	301	858
Health Child Svc Coordinator	1100-5114-42400	Workers Compensation	1,729	1,612	3,341
Health Communicable Disease	1100-5115-42400	Workers Compensation	2,296	410	2,706
Health Immunization Outreach	1100-5117-42400	Workers Compensation	1,139	964	2,103
Social Services Operating	1100-5312-42400	Workers Compensation	56,929	38,360	95,289
Senior Services Transportation	1100-5824-42400	Workers Compensation	19,253	16,386	35,639
Senior Services General	1100-5826-42400	Workers Compensation	8,435	5,043	13,478
Youth Services	1100-5830-42400	Workers Compensation	2,456	119	2,575
THANKS	1100-5831-42400	Workers Compensation	1,360	651	2,011
Hillcrest	1100-5832-42400	Workers Compensation	6,868	4,386	11,254
Pre Trial Release	1100-5833-42400	Workers Compensation	712	1,703	2,415
Library	1100-6110-42400	Workers Compensation	2,300	2,440	4,740
Jail	1100-4320-42600	Unemployment	2,500	4,215	6,715
Social Services Operating	1100-5312-42600	Unemployment	3,000	9,100	12,100
Senior Services Transportation	1100-5824-42600	Unemployment	-	351	351
Sheriff	1100-4310-45420	Insurance-Vehicles	57,500	25,652	83,152
Sheriff	1100-4310-45430	Insurance-Other Property	272	24	296
Sheriff	1100-4310-45440	Insurance-Liability	24,300	15,530	39,830
Jail	1100-4320-45440	Insurance-Liability	12,709	7,637	20,346
Buildings & Grounds	1100-4262-45420	Insurance-Vehicles	32,200	14,533	46,733
Buildings & Grounds	1100-4262-45420	Insurance-Other Property	114,019	1,277	115,296
Human Resources	1100-4125-45440	Insurance-Liability	840	320	1,160
Elections	1100-4172-45430	Insurance-Other Property	800	832	1,632
Senior Services Transportation	1100-5824-45420	Insurance-Vehicles	20,700	4,422	25,122

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	OLD BUDGET	CHANGE	NEW BUDGET
Senior Services Transportation	1100-5824-45440	Insurance-Liability	630	7	637
Youth Services	1100-5830-45420	Insurance-Vehicles	3,450	1,055	4,505
Library	1100-6110-45420	Insurance-Vehicles	2,300	475	2,775
State Forestry	1100-4341-48050	State Forestry	79,928	1,500	81,428
Debt Service	1100-9100-45270	COPS Series 2004	454,000	46,000	500,000
Schools-Capital Outlay	1100-5912-48420	Special Projects		80,000	80,000
TOTAL CHANGES				401,583	

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

DEPARTMENT	ACCOUNT #	DESCRIPTION	OLD BUDGET	CHANGE	NEW BUDGET
Miscellaneous Expenses	1100-9800-49010	Reserve for Workers Comp	195,000	193,196	388,196
Miscellaneous Expenses	1100-9800-49000	Reserve for Unemployment	42,000	13,666	55,666
Buildings & Grounds	1100-4262-45440	Insurance-Liability	6,090	1,792	7,882
Elections	1100-4172-45440	Insurance-Liability	700	382	1,082
Youth Services	1100-5830-45440	Insurance-Liability	420	64	484
Social Services Operating	1100-5312-45420	Insurance-Vehicles	6,900	665	7,565
Social Services Operating	1100-5312-45440	Insurance-Liability	20,370	5,565	25,935
Senior Services General	1100-5826-45420	Insurance-Vehicles	2,300	1,776	4,076
Library	1100-6110-45420	Insurance-Liability	4,200	1,933	6,133
Miscellaneous Expenses	1100-9800-49030	Reserve for Insurance Liability	55,044	55,044	110,088
Miscellaneous Expenses	1100-9800-49200	Emergency & Contingency	30,855	1,500	32,355
TOTAL CHANGES				275,583	

Approved this 16th day of April, 2007

ROBERT H. BROWN, CHAIRMAN_____
GAYNELL M. LEE-CLERK TO THE BOARD

TO: LISA G. MINTER, INTERIM COUNTY MANAGER
 FROM: Sherry Poindexter, Budget and Financial Analyst *SP*
 SUBJECT: BUDGET AMENDMENTS THAT **INCLUDE NEW REVENUE OR CHANGES BETWEEN DEPARTMENTS OF FIVE THOUSAND DOLLARS -\$5,000- OR MORE**

PLEASE ATTACH ALL BACKUP RELATING TO AMENDMENT

DATE: 3/230/2007

LIST ALL REVENUE CHANGES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	INCREASES (DECREASES)	NEW BUDGET
					-

LIST ALL EXPENSE CHANGES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	INCREASES (DECREASES)	NEW BUDGET
Human Resources	1100-4125-42400	Workers Compensation	840	1,529	2,369
Finance	1100-4130-42400	Workers Compensation	900	707	1,607
Tax Administration	1100-4141-42400	Workers Compensation	5,775	4,164	9,939
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Health Animal Control	1100-5108-42400	Workers Compensation	4,288	4,601	8,889
Health Environmental	1100-5109-42400	Workers Compensation	4,286	9,886	14,172

LIST ALL EXPENSE CHANGES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	INCREASES (DECREASES)	NEW BUDGET
Health Aids Control	1100-5110-42400	Workers Compensation	921	36	957
Health Bioterrorism	1100-5111-42400	Workers Compensation	557	301	858
Health Child Svc Coordinator	1100-5114-42400	Workers Compensation	1,729	1,612	3,341
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Health Immunization Outreach	1100-5117-42400	Workers Compensation	1,139	964	2,103
Social Services Operating	1100-5312-42400	Workers Compensation	56,929	38,360	95,289
Senior Services Transportation	1100-5824-42400	Workers Compensation	19,253	16,386	35,639
Senior Services General	1100-5826-42400	Workers Compensation	8,435	5,043	13,478
Youth Services	1100-5830-42400	Workers Compensation	2,456	119	2,575
THANKS	1100-5831-42400	Workers Compensation	1,360	651	2,011
Hillcrest	1100-5832-42400	Workers Compensation	6,868	4,386	11,254
Pre Trial Release	1100-5833-42400	Workers Compensation	712	1,703	2,415
Library	1100-6110-42400	Workers Compensation	2,300	2,440	4,740
Miscellaneous Expenses	1100-9800-49010	Reserve for Workers Comp	195,000	(193,196)	1,804
Jail	1100-4320-42600	Unemployment	2,500	4,215	6,715
Social Services Operating	1100-5312-42600	Unemployment	3,000	9,100	12,100
Senior Services Transportation	1100-5824-42600	Unemployment	-	351	351
Miscellaneous Expenses	1100-9800-49000	Reserve for Unemployment	42,000	(13,666)	28,334
Sheriff	1100-4310-45420	Insurance-Vehicles	57,500	25,652	83,152
Sheriff	1100-4310-45430	Insurance-Other Property	272	24	296
Sheriff	1100-4310-45440	Insurance-Liability	24,300	15,530	39,830
Jail	1100-4320-45440	Insurance-Liability	12,709	7,637	20,346
Buildings & Grounds	1100-4262-45420	Insurance-Vehicles	32,200	14,533	46,733
Buildings & Grounds	1100-4262-45420	Insurance-Other Property	114,019	1,277	115,296
Buildings & Grounds	1100-4262-45440	Insurance-Liability	6,090	(1,792)	4,298
Human Resources	1100-4125-45440	Insurance-Liability	840	320	1,160
Elections	1100-4172-45430	Insurance-Other Property	800	832	1,632
Elections	1100-4172-45440	Insurance-Liability	700	(382)	318
Senior Services Transportation	1100-5824-45420	Insurance-Vehicles	20,700	4,422	25,122
Senior Services Transportation	1100-5824-45440	Insurance-Liability	630	7	637
Youth Services	1100-5830-45420	Insurance-Vehicles	3,450	1,055	4,505

LIST ALL EXPENSE CHANGES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	INCREASES (DECREASES)	NEW BUDGET
Youth Services	1100-5830-45440	Insurance-Liability	420	(64)	356
Social Services Operating	1100-5312-45420	Insurance-Vehicles	6,900	(665)	6,235
Social Services Operating	1100-5312-45440	Insurance-Liability	20,370	(5,565)	14,805
Senior Services General	1100-5826-45420	Insurance-Vehicles	2,300	(1,776)	524
Library	1100-6110-45420	Insurance-Liability	4,200	(1,933)	2,267
Library	1100-6110-45420	Insurance-Vehicles	2,300	475	2,775
Miscellaneous Expenses	1100-9800-49030	Reserve for Insurance Liability	55,044	(55,044)	-

Year end clean-up.

TO: LISA G. MINTER, INTERIM COUNTY MANAGER
 FROM: Sherry Poindexter, Budget and Financial Analyst *SP*
 SUBJECT: BUDGET AMENDMENTS THAT **INCLUDE NEW REVENUE OR CHANGES BETWEEN DEPARTMENTS OF FIVE THOUSAND DOLLARS -\$5,000- OR MORE**

PLEASE ATTACH ALL BACKUP RELATING TO AMENDMENT

DATE: March 26, 2007

LIST ALL EXPENSE INCREASES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	INCREASES	NEW BUDGET
State Forestry	1100-434148050	State Forestry	79,928	1,500	81,428
					-
					-
					-
					-
					-
					-

LIST ALL EXPENSE DECREASES BELOW:

DEPARTMENT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	DECREASES	NEW BUDGET
Misc. Expenses	1100-9800-49200	Emergency & Contingency	30,855	1,500	29,355
					-
					-
					-
					-
					-
					-
					-
					-

To budget increased funding approved by BOC on 10/16/2006.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

036

AGENDA ITEM: III. I.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Lease Agreement for Probation & Parole Office

EXPLANATION:

The Department of Correction is asking for the renewal of a three-year lease with the County of Lee for office space for the Probation and Parole Office located at the old Lee County Courthouse. The current lease will terminate on August 31, 2007, and it is requested the lease be renewed at the current rate of \$12.00 per square foot. County Attorney K. R. Hoyle has verified that the square footage rate is in line with other rental property.

RECOMMENDATION:

Approve three-year renewal agreement with the Department of Correction for office space for the Probation and Parole Office located at the old Lee County Courthouse.

ATTACHMENTS:

- March 19, 2007 letter from Ron Moore, NC Department of Correction
- Form PO-28 "Proposal to Lease to the State of North Carolina"
- W-9 Form – "Taxpayer Identification Number and Certification"



North Carolina Department of Correction

Division of Departmental Purchasing & Services

2020 Yonkers Road • 4227 MSC • Raleigh, NC 27699-4227

Phone: (919) 716-3250 • Fax: (919) 716-3983 or (919) 716-3984

Michael F. Easley
Governor

Theodis Beck
Secretary

March 19, 2007

Lisa Minter, County Manager
County of Lee
PO Box 1968
Sanford, NC 27331-1968

RE: Lease Agreement, Lee County – Probation & Parole Office- 1416 S. Horner Blvd.

Dear Ms. Minter

The Department of Correction is seeking another three year lease agreement with the County for the Probation and Parole Office located at the above referenced. The current lease will terminate on 08/31/2007 and the Department would appreciate the offer for another three year lease at the current rate of \$12.00 per square foot. Lynwood Rains, Judicial District Manager has indicated that the offices are in need of no repair and or maintenance and expresses a favorable relationship between the County and the Probation Office thus recommends said lease. The Department appreciates the office space and looks forward to continuing to work with you in the years to come.

Please find enclosed form PO-28 and form W-9. Upon your review and approval, please complete said and fax back to me @ 919-716-3984.

Should you have any questions or concerns, please feel free to contact me at (919) 716-3279. Thank you for your assistance in this matter.

Sincerely,

Ron Moore
Real Property Agent

Enclosures (3)

APR - 9 2007

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: County of Lee
 2. LESSOR'S AGENT: Lisa Minter, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT
 F. ***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER:

MAILING ADDRESS: PO Box 1968
 CITY: Sanford ZIP: 27331-1968
 PHONE#919-718-4605 FAX#:919-777-9345
 E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
 Old Lee County Courthouse, areas 102, 104, 105, 106, 109, 110, 111, 112 and 113
 STREET ADDRESS CITY COUNTY ZIP CODE
 1416 S. Horner Blvd. Sanford Lee 27331

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE +/- 1,039
 B. WAREHOUSE
 C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	1,039	12,468.00	12.00	YES	YES	
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:Public parking

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM : 3YEARS BEGINNING DATE:08/01/2007

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard?YES NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES NO
 Is the proposed building free of hazardous lead paint? YES NO

DEPARTMENT: Correction DIVISION: DCC

CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR: Lee County

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Correction. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 08/01/2007. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

Printed Name of Lessor Robert H. Brown

Signature of Lessor Date 4/16/07

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650
Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina
Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

- 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
*a. Toilets and lounges
*b. Entrance and elevator lobbies
*c. Corridors
d. Stairwells
e. Elevators and escalator shafts
f. Building equipment and service areas
g. Stacks, shafts, and interior columns
h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: DIVISION:
CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

Request for Taxpayer Identification Number and Certification

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

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)
County of Lee

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Local Government

Address (number, street, and apt. or suite no.)
106 Hill Crest Drive

City, state, and ZIP code
Sanford, NC 27330

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | + | + | | |

OR

Employer identification number
56601003113

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

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

Sign Here Signature DJ Oldham Date 4-9-07

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

041

AGENDA ITEM: V. A.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Jail Health Services Agreement with Southern Health Partners

EXPLANATION:

This item was tabled at the April 2, 2007 meeting.

Following a meeting between personnel from County Administration, Health Department, Sheriff's Department, Central Carolina Hospital, and Southern Health Partners, Inc., it was agreed to amend the draft of the Health Service Partners agreement as follows:

Base Compensation: \$169,800.00 annually
\$ 14,150.00 monthly

Inmate population adjustment: \$1.85 per inmate over the average daily inmate population of 125.

Term: 1 year – June 1, 2007 to May 31, 2008, with option to extend with mutual consent. Base compensation will increase by 3.5% each year.

Up to \$50,000 will be paid by Southern Health Partners for inmate medical services rendered outside of jail and remainder will be paid by County.

RECOMMENDATION:

ATTACHMENTS:

- April 14, 2007 letter to Sheriff Tracy Carter from Jeffrey Reasons
- Revised Southern Health Partners Agreement

April 4, 2007

Sheriff Tracy Carter
Lee County Sheriff's Office
Post Office Box 4567
Sanford, NC 27331

Re: Health Services Agreement

Dear Sheriff Carter:

I am enclosing a copy of the Health Services Agreement that was sent by email to Lisa Minter. The same will serve to confirm arrangements for Southern Health Partners to begin a full-service medical program at the Jail effective June 1, 2007, subject to approval by the Lee County Commissioners.

Subject to the Commissioners' approval of the contract, please note at any time the County determines additional staffing is needed for weekends, our offer for the additional staffing will remain as quoted previously. Adding three hours of nursing coverage per day on weekends and holidays would increase the County's annual rate by \$5,400.00 per year (\$450.00 per month.) We will be glad to make this change at any time during the contract year upon request by the County.

If you have any questions or would like to discuss revisions to the Agreement, please contact me to advise. I can be reached at 704-583-9515 x102 (office) or 704- 589-9859 (mobile.) We will certainly be pleased to begin our association with you and Lee County.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

Jeffrey A. Reasons
President

JAR/cph
Enclosures

Revised Agreement

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Lee County, North Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 200_. Services under this Agreement shall commence on June 1, 2007, and shall continue through May 31, 2008, in accordance with section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Lee County Jail (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the County Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of all medical and dental services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. SHP shall provide health care services for all persons committed to the custody of the Jail, except those identified in paragraph 1.7. SHP shall provide on a regular basis, at its own cost all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. SHP will endeavor to manage mental health care for inmates from within the Jail to the extent possible. In the event outside services are needed, SHP will coordinate arrangements for the same outside services.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall, at its own cost, provide to inmates at the Jail specialty medical services including, but not limited to, radiology services and laboratory services to the extent such are determined to be medically necessary by SHP. Where non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. SHP shall provide, at its own cost, emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for the combined costs associated with the medical services for inmates rendered outside of the Jail, plus prescription-type medications, and for x-rays will be limited by a pool established in the amount of \$50,000 in the aggregate for all inmates in each year of this contract. If the costs of all care as described in this paragraph 1.5 exceeds the amount of \$50,000 in any year, (defined as a 12 month contract period) then SHP will refer all approved billings for actual services to inmates to County, and County will pay directly to provider of services, or pay to SHP such amount as to cover the approved billings. If paid to SHP, then SHP will make payments directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess cost, such amounts shall be payable by County within 30 days of the SHP invoice date. For purposes of this paragraph 1.5, the pool amount will be prorated for any contract period of less than 12 months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for all prescription pharmaceuticals, x-ray procedures, and all medical and dental services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP is not financially responsible for the cost of services outside the jail for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the jail prior to transport to a hospital, will not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail. This does include inmates who are under guard in outside hospitals. Such inmates are to be included in the daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

Persons in the physical custody of other police or other penal jurisdictions at the request of County are likewise excluded from the population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP is not responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to pay under this Agreement, County will, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall

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exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. SHP shall cause and require to be maintained a complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with North Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable North Carolina law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and will remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, and County will provide necessary maintenance and housekeeping of the office and medical space and facilities.

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on June 1, 2007. The initial term of this Agreement shall end on May 31, 2008, and may be extended for additional one-year terms, if mutually agreeable to both parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- 8
- (a) Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
 - (c) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Lee County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to SHP the annualized base price of \$169,800.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term will be in the amount of \$14,150.00 each. SHP will bill County approximately 30 days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be pro-rated accordingly for the shortened month.

7.2 Increases and Decreases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 125. If the average daily inmate population exceeds 125 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$1.85 for each inmate over 125. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 125, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 130 inmates, resulting in an excess of five (5)

inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The compensation as defined in Sections 7.1 and 7.2 above, to SHP shall be increased in the second and third contract periods of the contract term, if not terminated sooner. For the second contract period, effective on June 1, 2008, the amount of compensation shall be increased by 3.5%. For the third period, effective on June 1, 2009, the amount of compensation shall be increased by 3.5%.

The amount of compensation for any renewal periods after the third year of this Agreement will be determined by mutual agreement after discussions between County and SHP.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside the County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing medical services to county inmates assigned to work release an/or released for community service work for government or nonprofit agencies, except that SHP shall will not be responsible for providing medical services for inmates who are covered by workers compensation, medical insurance, accident insurance, or any other form of insurance which may provide payment for medical and hospital expenses. In all cases, SHP will assist with necessary transportation for injured inmates on work release or community service to obtain appropriate medical care.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, SHP will notify County in writing. SHP will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. SHP shall provide a Certificate of Insurance evidencing the above policy levels and shall name County and Sheriff as additional insured.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by SHP, it being the express understanding of the parties hereto that SHP shall provide the actual health care services. The Sheriff shall promptly notify SHP of any incident, claim or lawsuit of which the Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law.

County does hereby agree to indemnify and hold harmless SHP, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Sheriff, the County or their employees, to the extent authorized and permitted by law.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under

the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- (a) County: Lee County Board of Commissioners
106 Hillcrest Drive
Sanford, NC 27330
- (b) SHP: Jeffrey A. Reasons, President
Southern Health Partners, Inc.
3712 Ringgold Road, #364
Chattanooga, TN 37412
Email: info@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in

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connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Lee County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

AGENDA ITEM: VI. A.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Centennial Committee Request for Proclamation for the General Assembly

EXPLANATION:

Dr. Lynn Sadler has furnished the required paperwork to appear before the Board for approval of a proclamation for the General Assembly in reference to Lee County's 100th Birthday celebration.

RECOMMENDATION:

Approve proclamation as presented.

ATTACHMENTS:

- March 22, 2007 Request to Appear before the Board
- Proposed Proclamation

COUNTY OF LEE

REQUEST TO APPEAR BEFORE THE BOARD OF COMMISSIONERS

According to adopted rules of procedure, any individual who wishes to appear before the Board of Commissioners must complete this request form and submit it no later than six (6) working days prior to the date of the scheduled meeting. Your request should be specific and provide sufficient information which will allow the Board to consider the matter. Copies of any supporting material should be included with this request form. Individuals requesting to appear on the agenda will be granted a maximum of ten (10) minutes to make their presentation.

Name: (Dr.) Lynn Veach Sadler, Chair, Lee County Centennial

Address: 163 Wood Wedge Way, Sanford, NC 27332

Telephone Number: 919-499-9216

E-mail Address: lvsadler@alltel.net

Date of Meeting You Wish to Appear At: 4/16/07

Please describe in detail the matter you would like to discuss:

I was asked to prepare a proclamation for the General
Assembly relative to the Centennial of Lee County.

Lynn Veach Sadler
Signature

3/22/07
Date

Please deliver your request to: County of Lee, Clerk to the Board, 106 Hillcrest Drive, PO Box 1968, Sanford, NC 27331-1968. Mailed requests must be postmarked no later than six (6) days prior to the scheduled meeting.

MAR 22 2007

PROCLAMATION
in Recognition of
the Celebration of the Centennial of Lee County throughout 2007
and of Its Special Birthday Commemoration on July 2, 2007

WHEREAS, the County of Lee was created March 6, 1907, when the General Assembly ratified Chapter 624, of the Public Laws of North Carolina of 1907, provided that the proposition was ratified by the voters in the territory; and,

WHEREAS, when said election was held on July 2, 1907, being the first Tuesday after the first Monday in July, 1907, on the question of the establishment or non-establishment of Lee County, a majority of the votes cast favored the establishment of Lee County, and, therefore, Chapter 624, of the Public Laws of North Carolina of 1907, was effected; and,

WHEREAS, on February 1, 1908, Chapter 92, of the Public Laws of North Carolina of 1908, was ratified by the General Assembly, and, by said act, amended Chapter 624, of the Public Laws of North Carolina of 1907, in several particulars, such as to the time of appointment of officers and the time for entry into office; and,

WHEREAS, on February 10, 1908, Governor Robert Broadnax Glenn appointed a Board of Commissioners for Lee County; and

WHEREAS, on February 16, 1908, the Commissioners qualified and entered into the discharge of their offices; and

WHEREAS, Lee County has continued to thrive and to serve with distinction its citizenry, state, and country;

NOW, THEREFORE, the General Assembly of the State of North Carolina, as vested in Speaker of the House of Representatives, Joe Hackney, and President Pro Tempore of the Senate, Marc Basnight, does hereby commend the County of Lee and recognize the celebration of its Centennial throughout 2007 and in a special birthday commemoration on July 2, 2007.

Signed this _____ day of the month of _____ in the year of 2007.

Joe Hackney
 Speaker of the House of Representatives

Marc Basnight
 President Pro Tempore of the Senate

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

AGENDA ITEM: VI. B.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Centennial Committee Request for Donor Funding

EXPLANATION:

Dr. Lynn Sadler is requesting time to discuss with the Board a request for donor funding to help with expenses for the 2007 Centennial Celebration. A detailed list of estimated expenses is included for review.

RECOMMENDATION:

ATTACHMENTS:

- April 9, 2007 Request to Appear before the Board
- April 9, 2007 Centennial Donor Campaign

COUNTY OF LEE

REQUEST TO APPEAR BEFORE THE BOARD OF COMMISSIONERS

According to adopted rules of procedure, any individual who wishes to appear before the Board of Commissioners must complete this request form and submit it no later than six (6) working days prior to the date of the scheduled meeting. Your request should be specific and provide sufficient information which will allow the Board to consider the matter. Copies of any supporting material should be included with this request form. Individuals requesting to appear on the agenda will be granted a maximum of ten (10) minutes to make their presentation.

Name: (Dr.) Lynn Veach Sadler, Chair, Lee County Centennial

Address: 163 Wood Wedge Way

Telephone Number: 919-499-9216

E-mail Address: lvsadler@alltel.net

Date of Meeting You Wish to Appear At: 4/16/07

Please describe in detail the matter you would like to discuss:

The Lee County Centennial Committee is conducting its Donor Campaign and respectfully asks The Lee County Board of Commissioners to consider being a donor for the three events or projects listed below.

- (1) Reprint of booklet, The Lee County 2007 Centennial Calendar of Events
(2) Purchase of Centennial license plates for Lee County vehicles
(3) Centennial Birthday Celebration (July 2, 2007) for Lee County

Lynn Veach Sadler
Signature

4/6/07
Date

Please deliver your request to: County of Lee, Clerk to the Board, 106 Hillcrest Drive, PO Box 1968, Sanford, NC 27331-1968. Mailed requests must be postmarked no later than six (6) days prior to the scheduled meeting.

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061

**Centennial Donor Campaign¹:
Possibilities for Consideration (Current Fiscal Year) by
The Lee County Board of Commissioners**

Submitted, on behalf of the Lee County Centennial Committee, by: (Dr.) Lynn Veach Sadler, Chair, Lee County Centennial; Clint Pickard, Vice-Chair, Fundraising; AlexSandra Lett, Vice-Chair, Special Projects in the Arts; Helen Hincks, Member, Fundraising Committee

(1) Reprint of booklet, *The Lee County 2007 Centennial Calendar of Events*

2000 copies @ **\$5,319.51** (discounted 10%; does not include sales tax of 6.75%)

Needed immediately to satisfy requests

Copies to be distributed at the July 2 celebration (#2 below) and all Centennial events

(2) Purchase of Centennial license plates for Lee County vehicles

100 @ \$10.00 per license plate = **\$1,000**

(3) Centennial Birthday Party for Lee County, Monday, July 2, 2007

[Tentative] plans: public celebration, Depot Park, 5:00-9:00 P.M.

program:

Master of Ceremonies—Lynn Sadler, Chair, Lee County Centennial

“The Star-Spangled Banner”—TBA

Introduction of the Host Couple (Hal and Esther Siler) and of dignitaries present

Recognition of the contribution of Don Buie—Hal Siler

Greetings—Chair, Lee County Commissioners; Mayors of Broadway and Sanford; Chair, Broadway Centennial

Introduction of Congressman Etheridge—Worth Pickard

Speaker—Congressman Etheridge

Special Words—Congressman Jimmy Love

Salute to the Founding Families and Their Descendants—Hal Siler and Worth Pickard, with mention of Broadway, Sanford, Old Jonesboro, the Seven Townships (Greenwood, [Contemporary] Jonesboro, Cape Fear, Deep River, East Sanford, West Sanford, Pocket), Blacknel, Colon, Cumnock, Lemon Springs, Northview, Osgood, Tramway

Mrs. Charlotte G. Hall’s “Song of Lee County”—Kimberly, Corinthia, and Allysha Lilley

Family entertainment following the program (music, dancing, games for children)

Expenses include:

decorations

food—a large birthday cake in the shape of Lee County, ice cream, soft drinks (and barbecue sandwiches—with sufficient funding/donations, corporate sponsors)

insurance and security, as necessary

special invitations (e.g., dignitaries; Broadway, Sanford, and Lee County officials and service providers; 269 churches; leaders of organizations and companies; Chamber of Commerce; Board of Realtors . . .)

marketing

Estimated cost: \$5,500 (-\$10,000)

1. Reprint of booklet	\$5,319.51
2. License plates	\$1,000.00
3. Centennial Birthday Celebration	<u>\$5,500.00 (-\$10,000.00)</u>
Total:	\$11, 819.51

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¹Donor names are recorded on a permanent plaque; the Donor Reception is scheduled for November 4, 2007.

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

AGENDA ITEM: VI. C.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 10, 2007

SUBJECT: Consider Change to Health Insurance Provider

EXPLANATION:

HR Director Joyce McGehee is asking the Board to approve a change to the insurance carrier for the County's health insurance benefits. Mark III has notified Ms McGehee that our current health insurance carrier, CIGNA, has proposed a 23% increase for the upcoming year. Quotes have been received from Blue Cross Blue Shield (BCBS) that will save Lee County \$196,517.

A representative from Mark III will be at the April 16th meeting to answer questions and assist Ms. McGehee in her presentation.

RECOMMENDATION:

Approve change to the insurance carrier from CIGNA to Blue Cross Blue Shield (BCBS) of North Carolina effective August 1, 2007.

ATTACHMENTS:

- April 10, 2007 memo from HR Director Joyce McGehee
- April 9, 2007 letter from Mark III

LEE COUNTY

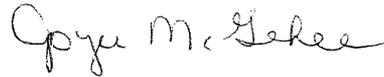
Committed Today for a Better Tomorrow

To: Bob Brown, Chairman, Board of Commissioners

From: Joyce McGehee, SPHR Human Resources Director

Date: April 10, 2007

Subject: Medical Insurance Renewal



I respectfully request to change insurance carriers for the County's health insurance benefits to BCBS for 2007/2008 plan year beginning August 1, 2007. The savings would be approximately \$196,517.

Mark III notified the County that our current health insurance carrier, CIGNA, has submitted a renewal of 23%. The current plan has had a lot of experience in the last few months with several significant claims such as two premature infants and a major cardiac incident. The plan is running at 27% higher than the previous year. Also, the prescription drug portion is running extremely high this plan year.

The Broker was instructed to obtain quotes from BCBS of North Carolina. The quote was a 12% increase over the current year. The plan would be PPO plan with an out of network option. The network has been reviewed and it offers an excellent selection of physicians and hospitals. The change in co-pays would be minimal with the most significant being a 75% co-pay on certain drugs not to exceed \$100. The plan offers free generic drugs for the first six months of the plan year.

Please find attached correspondence from Mark III Brokerage.

attachments: Correspondence from Mark III

cc: Kenny Cole, Assistant County Manager

Office of Human Resources
P.O. Box 1968
Sanford, NC 27331-1968
919-718-4615



April 9, 2007

Ms. Joyce McGehee
 Human Resources Director
 Lee County Government
 106 Hillcrest Drive
 Sanford NC 27330

Re: Medical Insurance Renewal

Dear Ms. McGehee,

Per our conversation, the experience for the medical plan has declined over the past several months. The plan is trending up 27% over the previous year. Our renewal calculation indicates that the rates for the current plan design should increase by approximately 14%, as indicated below:

Incurred Claims - Matured	Annual
Premium 3/06 thru 2/07	\$1,774,184.69
Incurred Claims 3/06 thru 2/07	\$1,439,479.87
Loss Ratio	81.13%
Trended Loss Ratio - 12%	94.93%
Target Loss Ratio	83.00%
Rate Increase	114.37%

We received the initial renewal from CIGNA and were stunned at the uncompetitive offer.

Out of the box, CIGNA provided us with a 28% increase. The explanation from the CIGNA account manager was a change in the underwriting model that CIGNA was using.

It is our belief that they are trying to improve the margins on their insured block of business and this has led to their uncompetitive position.

Below are the options provided by CIGNA:

	CIGNA HMO	CIGNA POS	CIGNA HMO	CIGNA POS	CIGNA HMO Revised	CIGNA POS Revised
	2006-2007	2006-2007	2007-2008	2007-2008	2007-2008	2007-2008
	In-Network	In-Network	In-Network	In-Network	In-Network	In-Network
	HMO	POS - In-network	HMO	POS - In-network	HMO	POS - In-network
Out-of-Pocket Maximum	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Deductible - Individual	None	None	None	None	None	None
Deductible - Family	None	None	None	None	None	None
Office Visits to Your PCP	\$20 Copay	\$25 Copay	\$20 Copay	\$25 Copay	\$20 Copay	\$25 Copay
Office Visit to a Specialist	\$40 Copay	\$50 Copay	\$40 Copay	\$50 Copay	\$40 Copay	\$50 Copay
Wellness Benefits	\$20 Copay	\$20 Copay	\$20 Copay	\$20 Copay	\$20 Copay	\$20 Copay
Inpatient Hospital Care	\$500 Copay	\$300 Copay	\$500 Copay	\$300 Copay	\$500 Copay	\$300 Copay
Outpatient Surgery	80%	80%	80%	80%	80%	80%
Emergency Room Visit	\$100 Copay	\$100 Copay	\$100 Copay	\$100 Copay	\$100 Copay	\$100 Copay
Urgent Care	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay
Benefit Percentage	80%	80%	80%	80%	80%	80%
Prescription Drugs	\$7/\$25/\$50	\$10/\$20/\$50	\$7/\$25/\$50	\$10/\$20/\$50	\$7/\$25/\$50	\$10/\$20/\$50
	Premium	Premium	Premium	Premium	Premium	Premium
Employee	\$366.78	\$382.24	\$469.59	\$489.38	\$451.14	\$470.16
Employee and Family	\$847.39	\$883.93	\$1,084.91	\$1,131.70	\$1,042.29	\$1,087.23
		\$147,957.19		\$189,429.95		\$181,987.34
Annual		\$1,775,486.28		\$2,273,159.40		\$2,183,848.12
				128.03%		123.00%

We solicited a quote from BCBSNC as an option for the County.

The BCBSNC numbers were in line with what our renewal calculation indicated that the renewal should be.

BCBSNC offered a plan that closely mirrors the current plan designs and a single PPO option.

	BCBSNC HMO	BCBSNC PPO	BCBSNC PPO Final	
	2007-2008	2007-2008	2007-2008	
	In-Network	In-Network	In-Network	
	HMO	PPO - In-network	PPO	
Out-of-Pocket Maximum	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000	
Lifetime Maximum	Unlimited	Unlimited	Unlimited	
Deductible - Individual	None	None	None	
Deductible - Family	None	None	None	
Office Visits to Your PCP	\$20 Copay	\$25 Copay	\$20 Copay	
Office Visit to a Specialist	\$40 Copay	\$50 Copay	\$40 Copay	
Wellness Benefits	\$20 Copay	\$20 Copay	\$20 Copay	
Inpatient Hospital Care	\$500 Copay	\$300 Copay	\$500 Copay	
Outpatient Surgery	80%	80%	80%	
Emergency Room Visit	\$100 Copay	\$100 Copay	\$100 Copay	
Urgent Care	\$50 Copay	\$50 Copay	\$50 Copay	
Benefit Percentage	80%	80%	80%	
Prescription Drugs	\$7/\$25/\$50/75%	\$10/\$20/\$50/75%	\$7/\$25/\$50/75%	
	Premium	Premium	Premium	Monthly
Employee	\$411.97	\$429.33	\$411.97	\$138,009.04
Employee and Family	\$951.79	\$992.83	\$951.79	\$27,601.86
				\$165,610.91
		\$166,185.52	Total	\$165,610.91
Annual		\$1,994,226.19	Annual	\$1,987,330.91
		112.32%		111.93%

We are recommending that the County take the single plan design PPO option.

Let me know if you have any questions.

Sincerely,



Mark E. Browder

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

067

AGENDA ITEM: VI. D.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Consider Resignation of Commissioner Amy Stevens

EXPLANATION:

On April 5, 2007, Commissioner Amy Stevens submitted her resignation as a member of the Lee County Board of Commissioners to Chairman Brown. The resignation is to be effective April 15, 2007.

The Board is asked to accept her resignation as presented.

RECOMMENDATION:

Accept resignation of Commissioner Amy Stevens effective April 15, 2007.

ATTACHMENTS:

- April 5, 2007 letter of resignation from Commissioner Amy Stevens

Amy Stevens
P O Box 66
Broadway, NC 27505

April 05, 2007

Mr. Bob Brown, Chairman
Lee County Board of Commissioners
P O Box 1968
Sanford, North Carolina 27330

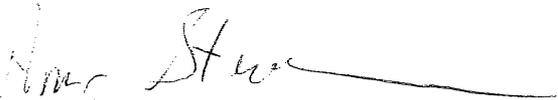
Dear Mr. Brown,

It is with a heavy heart, but the time has come for me to step down from the Lee County Board of Commissioners effective April 15, 2007, as I will be relocating my residence outside of my electoral district. For the past five years I have served my office with great love and pride of Lee County and have tried with every vote and action to position Lee County to be the most desirable place to live, work and raise a family. The concerns and desires of my fellow commissioners, public and staff have challenged me to always take a second look and explore all options and I have done my best to do that.

The citizens of Lee County deserve a Board of Commissioners whereupon each member brings his or her experience, knowledge and research to the table, with the courage to voice their own opinion, and vote accordingly, dismissing any personal issues that might interfere with good judgment and then to respect the wishes of the majority of the Board. My hope is that my replacement is of such caliber.

I appreciate all the support, guidance and challenge you, my fellow Board members, citizenry and staff, have offered my way. I am so very thankful for having the opportunity to serve and have tried my very best to govern well.

Most sincerely,



Amy Stevens

Cc: Lee County Commissioners
Lee Board of Elections

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

069

AGENDA ITEM: VII. A.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: BRAC Update

EXPLANATION:

Strategic Initiatives Director Lesa Price will give the Board an update on BRAC activities.

RECOMMENDATION:

ATTACHMENTS:

N/A

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

070

AGENDA ITEM: VII. B.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Monthly Financial Reports for Month Ending March 31, 2007

EXPLANATION:

The Monthly Financial Reports for month ending March 2007 have been provided. Ms. Minter will discuss the reports and answer questions at the April 16th meeting.

RECOMMENDATION:

ATTACHMENTS:

- April 5, 2007 memo from Ms. Lisa Minter
- Monthly Financial Report for March 2007

LEE COUNTY

Committed Today for a Better Tomorrow

MEMORANDUM

To: Lee County Board of Commissioners

From: Lisa G. Minter, Interim County Manager/Finance Director 

Date: April 5, 2007

Subject: Monthly Financial Reports

Please find attached a copy of the monthly financial report for March 2007. When reviewing the monthly financial report, please keep in mind that Local Option Sales Taxes run three months behind. Other revenues running behind the target of 75% are reimbursements that run at least one month behind. Unrestricted intergovernmental revenues represent beer & wine taxes which must be distributed by the state within sixty days past March 31.

Most departments are hovering around the 75% target for the end of March or are below the target. Governing Body is at 81.10% due to the payment for the space needs study presented to the Board of Commissioners in February 2007. Economic Development is at 81.13% because of payments to the Economic Development Corporation for incentives for this fiscal year.

The monthly sales tax report will be provided in a Friday mailing as the information is not available at this time.

Please let me know if you have any questions or concerns.

APR - 5 2007 

Lee County
Monthly Financial Report
For the month ended
March 31, 2007

	06-07 Budget	YTD Thru 3/31/07	March 2007	Available Budget	% Used
General Fund					
Revenues					
Ad Valorem Taxes	31,053,738	30,788,261.74	507,250.90	265,476.26	99.15%
Local Option Sales Taxes	8,597,430	4,256,722.84	709,158.24	4,340,707.16	49.51%
Other Taxes and Licenses	401,000	310,221.37	21,819.69	90,778.63	77.36%
Unrestricted Intergovernmental	53,000	-	-	53,000.00	0.00%
Restricted Intergovernmental	8,615,750	5,387,597.48	771,011.25	3,228,152.52	62.53%
Permits and Fees	372,000	274,115.37	30,137.75	97,884.63	73.69%
Sales and Services	2,143,796	1,295,342.62	169,309.43	848,453.38	60.42%
Investment Earnings	450,000	436,365.31	127,244.57	13,634.69	96.97%
Miscellaneous	658,657	518,494.74	37,518.39	140,162.26	78.72%
Total Revenues	52,345,371	43,267,121.47	2,373,450.22	9,078,249.53	82.66%
Expenditures					
General Government					
Governing Body	212,953	172,708.21	56,980.32	40,244.79	81.10%
Administration	479,883	370,049.75	41,469.74	109,833.25	77.11%
Human Resources	529,171	353,743.17	40,449.25	175,427.83	66.85%
Finance	407,132	301,565.54	36,353.53	105,566.46	74.07%
Internal Services	67,915	49,733.95	4,994.43	18,181.05	0.00%
Tax Administration	1,072,298	726,613.10	57,737.57	345,684.90	67.76%
Tax Revaluation	216,999	120,183.42	8,921.04	96,815.58	55.38%
Strategic Services	352,614	252,315.69	28,435.65	100,298.31	71.56%
Court Facilities	8,952	1,794.43	-	7,157.57	20.05%
Elections	213,911	143,301.49	13,148.28	70,609.51	66.99%
Register of Deeds	372,721	257,803.23	28,077.31	114,917.77	69.17%
IT	770,877	481,150.64	88,501.72	289,726.36	62.42%
General Services	2,915,443	1,913,363.05	239,628.28	1,002,079.95	65.63%
Total	7,620,869	5,144,325.67	644,697.12	2,476,543.33	67.50%
Public Safety					
Sheriff	3,278,270	2,353,181.09	277,413.52	925,088.91	71.78%
Jail	1,553,968	1,117,674.15	142,682.07	436,293.85	71.92%
911 Communications	133,996	100,496.97	11,166.33	33,499.03	75.00%
State Fire Control Contribution	79,928	52,298.14	6,179.51	27,629.86	65.43%
Medical Examiner	32,000	17,700.00	3,500.00	14,300.00	55.31%
Juvenile Detention	40,000	14,604.00	1,740.00	25,396.00	36.51%
Juvenile Probation Rent	13,905	10,305.00	1,145.00	3,600.00	74.11%
EMS	525,000	393,750.00	43,750.00	131,250.00	75.00%
Emergency Services	346,208	173,842.02	1,092.51	172,365.98	50.21%
Fire Marshall	234,256	161,208.93	22,846.64	73,047.07	68.82%
Total	6,237,531	4,395,060.30	511,515.58	1,842,470.70	70.46%
Economic/Physical Development					
Planning	339,189	239,921.26	-	99,267.74	70.73%
Economic Development	1,400,461	1,136,168.04	14,023.06	264,292.96	81.13%
Cooperative Extension	185,713	110,564.88	11,928.68	75,148.12	59.54%
Conservation	105,403	79,344.99	8,593.51	26,058.01	75.28%
Total	2,030,766	1,565,999.17	34,545.25	464,766.83	77.11%

Lee County
Monthly Financial Report
For the month ended
March 31, 2007

	06-07 Budget	YTD Thru 3/31/07	March 2007	Available Budget	% Used
Health and Welfare					
Health Department	3,854,117	2,607,352.93	292,479.86	1,246,764.07	67.65%
Mental Health	252,000	189,000.00	21,000.00	63,000.00	75.00%
Lee County Industries	5,000	3,750.00	-	1,250.00	75.00%
Social Services-Admin	5,163,582	3,678,671.76	464,571.17	1,484,910.24	71.24%
Social Services-Programs	6,737,390	3,906,407.62	281,878.22	2,830,982.38	57.98%
Johnston-Lee Community Action	11,400	8,550.00	-	2,850.00	75.00%
HAVEN	10,000	7,500.00	-	2,500.00	75.00%
Senior Services - Transportation	761,516	461,404.33	55,590.16	300,111.67	60.59%
Senior Services - General	827,986	563,812.89	60,495.87	264,173.11	68.09%
Youth Services	146,688	87,208.27	10,667.68	59,479.73	59.45%
Thanks	54,132	40,678.00	5,064.97	13,454.00	75.15%
Hillcrest	317,004	218,239.05	27,546.67	98,764.95	68.84%
Pretrial Release	65,692	46,242.11	5,605.12	19,449.89	70.39%
Family Centered Casework	53,416	11,142.90	4,359.52	42,273.10	20.86%
Emergency and Contingency	320,899	-	-	320,899.00	0.00%
Total	18,580,822	11,829,959.86	1,229,259.24	6,750,862.14	63.67%
Education					
School Current Expense	12,666,167	9,499,625.28	1,055,513.92	3,166,541.72	75.00%
School Capital Outlay	770,417	577,812.78	64,201.42	192,604.22	75.00%
CCCC Current Expense & Civic Ctr.	1,935,244	1,476,983.03	152,753.67	458,260.97	76.32%
CCCC Capital Outlay				-	0.00%
Total	15,371,828	11,554,421.09	1,272,469.01	3,817,406.91	75.17%
Cultural and Recreational					
Libraries	772,088	577,874.89	54,682.58	194,213.11	74.85%
Parks and Recreation	1,173,103	805,464.28	94,263.61	367,638.72	68.66%
Temple Theater	9,000	6,750.00	-	2,250.00	75.00%
Arts Council	2,500	1,875.00	-	625.00	75.00%
Total	1,956,691	1,391,964.17	148,946.19	564,726.83	71.14%
Debt Service	5,716,799	2,633,376.33	47,233.11	3,083,422.67	46.06%
Total Expenditures	57,515,306	38,515,106.59	3,888,665.50	19,000,199.41	66.96%
Revenues Over (Under) Expenditures	(5,169,935)	4,752,014.88	(1,515,215.28)	(9,921,949.88)	-91.92%
Other Financing Sources (Uses):					
Transfers From Other Funds	2,680,879	1,539,121.60	167,278.98	1,141,757.40	57.41%
Transfers to Other Funds	(564,000)	-	-	(564,000.00)	0.00%
Total Other Financing Sources (Uses)	2,116,879	1,539,121.60	167,278.98	577,757.40	72.71%
Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing (Uses)	(3,053,056)	6,291,136.48	(1,347,936.30)	(9,344,192.48)	-206.06%
Appropriated Fund Balance	3,053,056	-	-	3,053,056.00	0.00%
Revenues, Other Financing Sources and Appropriated Fund Balance Over (Under) Expenditures and Other Financing Uses	-	6,291,136.48	(1,347,936.30)	(6,291,136.48)	N/A

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

AGENDA ITEM: IX. A.

MEETING DATE: April 16, 2007

MEMO TO COMMISSIONERS:

FROM: Gaynell Lee, Clerk to the Board

DATE: April 9, 2007

SUBJECT: Joint Public Hearings with Planning Board

EXPLANATION:

The Lee County Planning Board has advertised for a public hearing to consider text amendments to the Unified Development Ordinance (UDO) as follows:

1. Amend Section 5.1 to allow for accessory structures with the issuance of a Special Use Permit to be located on a parcel without a principle structure within the Residential Agricultural (RA) and Restricted Residential (RR) zoning districts.
2. Amend Section 64 Cluster subdivisions in its entirety

NOTE: The Board of Adjustments will consider applications by the North Carolina State Highway Patrol at the April 16, 2007, meeting for a Special Use Permit and variance from the Unified Development Ordinance to construct a 385' emergency management tower for the VIPER system for public safety agencies.

RECOMMENDATION:

Conduct public hearing as advertised and await recommendation from the Planning Board for consideration at the May 7, 2007 meeting.

ATTACHMENTS:

- April 5, 2007 memo from Assistant Community Development Director Marshall Downey
- April 6, 2007 memo from Mr. Downey addressing the two text amendments
- Public Notice for Board of Adjustment meeting scheduled for April 16, 2007
- Public Notices from *The Sanford Herald*

Sanford/Lee County

Department of Community Development
P.O. Box 3729, Sanford, N.C. 27331-3729

Robert L. Bridwell, AICP
Director

INTEROFFICE MEMORANDUM

TO: Mr. Bob Brown, Chairman

FROM: Marshall Downey, Assistant Community Development Director *MD*

SUBJECT: Agenda Items for April 16, 7:00 P.M. Board of Commissioners' Meeting

DATE: April 5, 2007

Please include the following items on the Board of Commissioners' agenda for the 7:00 P.M. session at the old Lee County Court house, Courtroom No 4 (upstairs) 1408 Courtland Drive, scheduled for April 16, 2007.

Items for Public Hearing

1. Consider an amendment to Section 5.1 that would allow for accessory structures with the issuance of a Special Use Permit to be located on a parcel without a principle structure within the RA Residential Agricultural and RR Restricted Residential zoning districts. The amendment, as proposed, would only apply to the unincorporated areas of Lee County's zoning jurisdiction.
2. Consider an amendment to delete Section 6.4 Cluster Subdivisions in its entirety.

Additional information regarding these items is attached.

Thank you.

MD:pbt

Attachments

APR - 3 2007



MEMORANDUM

TO: City of Sanford City Council and Planning Board
 Town of Broadway Board of Commissioners and Planning Board
 Lee County Board of Commissioners and Planning Board
 Leonard Barefoot, Sanford City Manager
 Bob Stevens, Broadway Town Manager
 Lisa Minter, Lee County Interim Manager

FROM: Marshall Downey, Assistant Director of Community Development *MD*

DATE: April 6, 2007

REF: Public hearing on two amendments to the Unified Development Ordinance (UDO)

In February of this year, the Joint Planning Commission met and considered two amendments to the UDO as presented by staff.

Amendment # 1 – Consider amending Section 5.1 to allow accessory buildings to be located on separate parcels in the unincorporated areas of Lee County’s zoning jurisdiction. Section 5.1.2.1 of the UDO currently states, “*Accessory buildings or uses shall not be constructed or established on a lot until construction of the principal building has commenced or the primary use is established. Accessory buildings shall not be used for dwelling purposes, except where permitted in this Ordinance.*” In effect, this rule prohibits the splitting of a residential tract of land wherein the resultant new lot would contain only an accessory structure (a typical accessory structure being a smaller structure located on the same lot as the principal dwelling and used for personal, non-commercial use). However, staff has received complaints from a couple of property owners in the County who claim this rule is a hardship. Because of the size of the tracts involved, these are situations wherein an accessory shed or shop is located quite a distance from the main home. Under the current rules, a new lot cannot be created which would contain only the shop or shed.

As applied, this rule works well in the municipalities, because the tracts to be subdivided are generally small (less than two acres). As an example, property owner X is within the city’s zoning and has 1.5 acres which contains his house and a detached garage. He decides he wants to split the 1.5 acres in two tracts. Under the rules as stated above he can subdivide so long as the house and the detached garage remain on the same tract. Again, this works well in the municipalities as the acreages involved are generally small.

It should be noted that all three of the previous zoning ordinances contained the same limitation as the UDO. However, it should also be noted that the County did allow accessory structures to be on stand alone lots in the 1990s. However, that policy changed in the late 1990s due to concerns over the inappropriate commercial use of some of these detached accessory buildings. The planning staff suggests that illegal land use is an issue regardless of whether the accessory structure is on a separate lot.

The Joint Planning Commission considered the issue and unanimously recommended that the boards consider an amendment to allow accessory buildings to be located on separate parcels in the unincorporated areas of Lee County's zoning jurisdiction with the condition that each application be subject to obtaining a special use permit from the Lee County Board of Adjustment. As stated, this amendment would not affect Sanford or Broadway. A draft of the proposed UDO language is attached.

Amendment #2 - Consider an amendment to delete Section 6.4 Cluster Subdivisions in its entirety from the UDO. As our community continues to see increased demands for development, our UDO policies need to be constantly monitored to ensure that such policies promote desired outcomes. Because of the desire for higher density and the need for urban infrastructure, this issue is primarily an issue for the two municipalities. The City of Sanford is the only community in Lee County to have had any experience with cluster projects, having had nine approved prior to the UDO and one approved under the UDO. The cluster approach allows a developer to group housing units/lots into a smaller, tighter design with the tradeoff being greater amounts of undeveloped open space areas are retained. Under the old Sanford zoning ordinance as well as within the UDO, a cluster project was reviewed under the procedures as used for approving a preliminary subdivision plat, which is considered a "technical" review. A technical review is much different than a legislative (rezoning) review. Under a technical review, the board (appointed and/or elected) has very limited discretion as to what can be denied. In other words, if an application for a cluster subdivision is submitted and it meets the UDO standards, the board is compelled to approve it.

Based on feedback staff has received from the community and from members of the City of Sanford boards, the results have been mixed at best. Some board members have expressed frustration because of the way our approval process works - rezoning first, then cluster application. As an example, a typical scenario is that a developer will petition for rezoning from R-20 to R-12SF or R-14. After the new zoning is approved, a plat is then submitted showing a cluster design in which the majority of the lots are actually 8-10,000 square feet in area, not 12,000 or 14,000 square feet. Once the zoning is approved, neither the planning board nor the elected body has strong footing to deny the cluster design simply based on the reduced lot size because it conforms to the UDO cluster option. Board members have expressed concern that the zoning approval is misleading and not an accurate reflection of what the real intent is in terms of lot size within the development. Additionally, some board members have expressed concern that the value of the additional open space areas in some of the approved cluster projects do not appear to be adding enough value to the project to warrant the smaller lot design.

Based on Sanford's experience, staff suggests that the current cluster approach does provide enough control or produce the desired outcomes. Staff further recommends that it be removed from the UDO and, as an alternative, allow such projects to be addressed through the conditional zoning process. By using the legislative conditional zoning process, the boards have complete authority to engage in the specifics of the design (including appearance issues), and perhaps more importantly, have more leeway to reject a proposal. The advantage of the conditional zoning approach is that it is a negotiated process that involves the applicant, staff, the community and the boards. By comparison, the current process as a technical review does not allow for the same flexibility in negotiating design standards.

Staff also suggests that if the boards desire to shift away from the cluster option towards conditional zoning, an additional step should be considered. To aid the development community in understanding what is desired, staff will also develop a policy guide for residential design standards. This document would promote different residential design concepts and would be used as a guide for residential developers wishing to do projects beyond a traditional subdivision. In practice, when a developer submitted a conditional zoning residential project, the residential design manual would be the key point of reference and would supplement the technical/regulatory standards of the UDO.

The Joint Planning Commission considered this issue and unanimously recommended that the boards consider an amendment to delete Section 6.4 Cluster Subdivisions in its entirety. A draft of the proposed UDO language is attached. Unlike the first amendment, this amendment is more likely to affect only the two municipalities.

Amendment # 1 - Section 5.1 Accessory Uses and Structures

1.) Amend Section 5.1.1 APPLICABILITY to read as follows,

5.1.1.1 This section applies to any subordinate Use of a Building or other Structure, or Use of land which is: (1) conducted on the same Lot as the principal Use to which it is related (except as permitted under § 5.1.2.2 below) , and (2) clearly incidental to, and customarily found in connection with, such principal Use. Uses are deemed permitted as part of the principal Use and shall not require a separate permit, unless otherwise provided in the regulations established in this Article for the particular use.

2.) Amend Section 5.1.2 ESTABLISHMENT to read as follows,

5.1.2.1 Accessory buildings or uses shall not be constructed or established on a lot until construction of the principal building has commenced or the primary use is established, except as permitted under § 5.1.2.2 below. Accessory buildings shall not be used for dwelling purposes, except where permitted in this Ordinance.

5.1.2.2 Within the RA and RR zoning districts, accessory buildings and related uses may be permitted on a parcel without a principal use under the following conditions:

- the principal use exists on an adjoining lot (which includes lots separated by a public right-of-way or a combination of contiguously owned lots) ; and
- a Special Use Permit is granted by the Board of Adjustment per § 3.5 of this Ordinance.

Amendment # 2 - Section 6.4 Cluster Subdivisions

1.) Delete Section 6.4 CLUSTER SUBDIVISIONS in its entirety and re-title Section 6.4 as RESERVED.

Department of Community Development
P.O. Box 3729, Sanford, N.C. 27331-3729

Robert L. Bridwell, AICP
Director

The Zoning Ordinance of Lee County, North Carolina requires that adjacent property owners be notified when a request for a change in zoning classification, special use permit or a request for a variance has been scheduled for public hearing before the Lee County Planning Board, Board of Adjustment and/or Board of Commissioners. The action prompting this notice is highlighted below:

LEE COUNTY PUBLIC NOTICE

Notice is hereby given that the Lee County Board of Adjustment will hold public hearings on Monday, April 16, 2007 in the upstairs courtroom of the Old Courthouse located at 1408 South Horner Boulevard, Sanford, NC for the purpose of considering an application for a Special Use Permit and an application for a Variance for the Special Use. The hearing will begin at 7:00 p.m. or as soon thereafter as deemed practical by the Board.

1. Application by the North Carolina State Highway Patrol to obtain a Special Use Permit for the construction of a 385' emergency management tower on the property of Central Carolina Community College located at 3000 Airport Road, Sanford, NC. The tower will be used for the implementation of the Voice Interoperability Plan for Emergency Responders (VIPER) system for public safety agencies in North Carolina in accordance with the North Carolina State Homeland Security Strategy. The property is the same as depicted on Lee County Tax Map 9641.03 and 9641.04, Tax Parcel 9641-52-2700, Lee County Land Records.
2. Application by the North Carolina State Highway Patrol for zoning Variances from the Unified Development Ordinance, Article 5.33.2.3 (c) *Minimum Setback Requirements* for telecommunication towers that are more than 75 feet high and located adjacent to property which is residentially and non-residentially zoned or used. The applicant is requesting the following variances for placement of the 385' telecommunications tower requested in item #1 above. The required residential setback is 770 feet (2 times height of tower) and the required non-residential setback is 285 feet (minimum 50 feet plus one foot for every foot of tower height over 150 feet). **Variance #1. Setback from property zoned residential:** (a). a front setback variance of 87 feet (b). a side setback variance of 79 feet, and (c). a rear setback variance of 637.75 feet, **Variance# 2. Setback from property zoned non-residential:** a rear setback variance of 189.90 feet, and **Variance #3. Landscaping Requirements:** a variance to remove landscaping on the non-residential side of the tower compound. The property is located at 3000 Airport Road, Sanford, NC and owned by the Central Carolina Community College. It is the same as depicted on Lee County Tax Map 9641.03 and 9641.04, Tax Parcel 9641-52-2700, Lee County Land Records.

The public is cordially invited to attend. Further information may be obtained from the Sanford/Lee County Community Development Department, 900 Woodland Avenue, Sanford, NC 27330 or by calling (919) 718-4656. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other needed type of auxiliary aid.

Cualquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

APR - 2 2007

4-6-07

Lee County - Notice is hereby given that the Lee County Board of Commissioners and the Lee County Planning Board will hold joint public hearings on Monday, April 16, 2007 in the upstairs courtroom of the Old Courthouse, 1400 South Horner Boulevard, Sanford, NC. The hearings will begin at 7:00 p.m., or as soon thereafter as deemed practical by the Board. Upon request and with 24-hour notice, the County will provide an interpreter for the hearing impaired or any other needed type of auxiliary aid.

By Gaynell M. Lee,
Clerk

Lee County Board of
Commissioners

The public is cordially invited to attend any or all of the public hearings as described above. Further information regarding the proposed amendments or any of these public hearings may be obtained from the Sanford/Lee County Community Development Department, 900 Woodland Avenue, Sanford, NC27330 or by calling (919) 718-4656.

Calquier ciudadano que tenga preguntas o comentarios de las cosas al referido, puede comunicarse a el departamento de desarrollo para Sanford/Condado de Lee, llame al (919) 718-4656.

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By Gaynell M. Lee
Clerk to the Board

4-6-07