AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, November 6, 2023

Call to order @ 7:00 p.m. ..... Chair Russ May
Invocation and Pledge of Allegiance ..... Commissioner Zelodis Jay

Consent Agenda

1. Budget Amendment #3 for Fiscal Year 2023-2024 (p. 3)
2. Unassign Human Services Funds to the General Fund (p. 8)
3. Tax Refunds, Releases & Write-offs (p. 9)
4. Minutes (p. 20)
5. Resolution to Adopt Granville County Personal Property Disposition Policy (p. 44)
6. Resolution to Reduce Salary of Elected Official - Register of Deeds (p. 51)

Introductions, Recognitions and Presentations

7. KARTS Update (p. 53)
8. Granville County Youth Leadership Council Annual Report and New Member Introduction (p. 54)
9. Cooperative Extension Presentation on Field Crops Program (p. 55)

Public Comments

10. Public Comments (p. 62)

Public Hearings

11. Public Hearing on Proposed Schedules, Standards, and Rules (p. 63)
12. Public Hearing for Economic Development: Portman Industrial LLC (p. 65)
13. Public Hearing for Economic Development: Incentive for Portman Industrial, LLC (p. 125)

Facility Improvements

14. Teaching Kitchen Design Services - Granville County Cooperative Extension (p.127)

Tax Matters

15. Spatialest Comper Products (p. 132)

16. 2024 Revaluation Public Update (p. 138)

Emergency Services Matters

17. Message Boards Purchase with Awarded Grant Fund (p. 147)

18. Continuity of Operations Plan Update (COOP) (p. 169)

Appointments

19. Kerr-Tar Workforce Development Board (p. 272)

20. South Granville Water & Sewer Authority (p. 275)

21. Veterans Affairs Committee (p. 282)

County Manager's Report

22. Approval of Amendment to Interlocal Agreement with City of Creedmoor for Second School Resource Officer (p. 284)

23. UNC School of Government Workplace Climate Survey (p. 297)

24. County Manager's Report (p. 299)

County Attorney's Report

25. Resolution Adopting Consensus Principles Part II for Revised Falls Lake Rules (p. 300)

26. County Attorney's Report (p. 304)

Presentations by County Board Members

27. Presentations by County Board Members (p. 305)

Any Other Matters

28. Any Other Matters (p. 306)

Granville County
Finance
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	November 6, 2023
Title:	**Budget Amendment #3 for Fiscal Year 2023-2024**

PURPOSE:
To consider approval of Budget Amendment #3 for fiscal year 2023-2024.

BACKGROUND:
As described in G.S. 159-15, these are amendments to the FY 2023-2024 operating budget, presented by various operating departments, the Finance department, and the County Board of Commissioners. These update the existing budget to reflect necessary changes in spending and offsetting sources of funding, which result in a balanced budget.

These amendments to the General Fund include:

- $1,000,000 of funding for the Senior Center North construction project with funds previously assigned in fund balance to the Human Services function
- Receipt of $24,984 in insurance proceeds from repair of Sheriff Dept vehicles and application of those funds to Repair and Maintenance
- Moving $251,000 from lapsed salaries from the Sheriff and Detention departments to cover existing or forecasted overages in separation allowance, overtime charges, the contract of Robert Bailess and the cost of a second SRO officer for the City of Creedmoor.
- Moving $5,000 funds from Economic Development lapsed salaries to fund Corridors of Opportunity promotional campaign.
- Funding $40,000 from General Contingency for the balance of Expo Center Audio Visual upgrade project estimated at $80,000.

RECOMMENDATION:
The Finance Officer and the County Manager recommend the approval of Budget Amendment #3.

ATTACHMENTS:
BA #3 - Ordinance and detail
BA #3 – Summary

ACTION TAKEN:

FY24 Budget Amendment # 3
November 6, 2023
SUMMARY

	NO CHANGE TO OVERALL BUDGET		CHANGE TO OVERALL BUDGET				
GENERAL FUND	INTER-FUNCTION TRANSFER		SOURCE OF FUNDS				
	From	To	*Appropriated Fund Balance*	+	*Restricted & Intergov't Rev*	=	Net Change
General Government							$0
Public Safety	($251,000)	$175,000			*$24,984*		$24,984
Community Services	($5,000)	$45,000					$0
Human Services							$0
Projects & Other Approp's (Non-Dept'l)		$76,000					$0
Contributions to Funds			*$1,000,000*				$1,000,000
Use of Contingencies	($40,000)						
Total	**($296,000)**	**$296,000**	*$1,000,000*		*$24,984*		**$1,024,984**
TOTAL - ALL FUNDS	**($296,000)**	**$296,000**	*$1,000,000*		*$24,984*		**$1,024,984**

This budget amendment includes an overall increase of $1,024,984 to the General Fund budget. This increase is comprised of:

-$1,000,000 of funding for the Senior Center North construction project with funds previously assigned in fund balance to the Human Services function. After this, the remaining $1,000,000 of fund balance (of the original $2,000,000) assigned to Human Services will now be unassigned.

-Receipt of $24,984 in insurance proceeds from repair of Sheriff Dept vehicles and application of those funds to Repair and Maintenance

Within this amendment, there is also $296,000 transferred between departments within the General Fund, which includes:

-Moving $251,000 from lapsed salaries from the Sheriff and Detention departments to cover existing or forecasted overages in seperation allowance, overtime charges, the contract of Robert Bailess and the cost of a second SRO officer for the City of Creedmoor .

-Moving $5,000 funds from Economic Development lapsed salaries to fund Corridors of Opportunity promotional campaign.

-Funding $40,000 from General Contingency for the balance of Expo Center Audio Visual upgrade project estimated at $80,000.

BUDGET AMENDMENT #3
November 6, 2023
Legal Document

Be it ordained, the FY 2023-2024 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures	**Increase**	**Decrease**		**Total**
Public Safety			**$**	**(51,016)**
Sheriff's Department	53,984			
Detention Center		(105,000)		
Community Services			**$**	**40,000**
Construction Projects	40,000			
Economic Development		0		
Area Projects and Other Appropriations			**$**	**76,000**
Special Appropriations	76,000			
Contributions to Other Funds & Contingencies				**960,000**
Contributions	1,000,000			
Contingencies		(40,000)		
		Total Expenditures	**$**	**1,024,984**
Revenues				
Restricted and Intergovernmental	24,984			
Appropriated Fund Balance	1,000,000			
		Total Revenues	**$**	**1,024,984**

FY24 BUDGET AMENDMENT #3

Detail [For Reference Only]

Description				Amendment	Balance after Amendment
Public Safety					
General Fund/Sheriff					
Expenditures: Increase					
10	4310	353	R & M - Vehicles	$24,984	$61,417
Revenues: Increase					
10	3836	850	Insurance Reimbursement	$24,984	$44,984

Description: recognize receipt of insurance proceeds from repair of Sheriff Dept vehicles and application of those funds to Repair and Maintenance

Public Safety & Special Appropriations

General Fund/Sheriff and Detention

Expenditures: Increase/ (Decrease)

10	4310	123	Separation Allowance	$30,000	$129,000
10	4310	354	Contract Services	$70,000	$130,000
10	4310	122	Overtime	$75,000	$150,000
10	8500	441	Creedmoor SRO Officer	$76,000	$150,000
10	4310	121	Salaries	($146,000)	$4,084,451
10	4320	121	Salaries	($105,000)	$2,136,985

Description: Move budget funds from lapsed salaries to cover existing or forecasted budget shortfall in separation allowance, overtime charges, the contract of Robert Bailess and the cost of a second SRO officer for the City of Creedmoor

Community Services

General Fund/Economic Development

Expenditures: Increase/ (Decrease)

10	4920	380	Promotions and Sponsorships	$5,000	$5,000
10	4920	121	Salaries	($5,000)	$257,838

Description: Move budget funds from lapsed salaries to fund Corridors of Opportunity promotional campaign.

FY24 BUDGET AMENDMENT #3

Detail [For Reference Only]

Description				**Amendment**	**Balance after Amendment**
General Fund/Construction Projects					
Expenditures: Increase/ (Decrease)					
10	4251	944	4185 Hwy 15 South, Oxford (Expo)	$40,000	$181,826
10	9910	991	General Contingency	($40,000)	$140,000

Description: To provide funding for balance of Expo Center Audio Visual upgrade project estimated at $80,000.

Contributions to Other Funds

General Fund/Contributions					
Expenditures: Increase					
10	9800	033	Transfer to Senior Center North Project	$1,000,000	$1,000,000
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	$1,000,000	$5,952,349

Description: Funding Senior Center North construction project with funds previously assigned in fund balance to the Human Services function. The remaining $1,000,000 (of the original $2,000,000) of fund balance assigned to Human Services will now be unassigned.

Granville County
Finance
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Steve McNally, Finance Director
Department:	Finance
Date:	November 6, 2023
Title:	**Unassign Human Services Funds to the General Fund**

PURPOSE:

To unassign the remaining $1,000,000 of General Fund balance previously assigned to the Human Services function.

BACKGROUND:

In fiscal year 2017, $2,000,000 of General Fund balance was assigned to the Human Services function with the intent of reserving funds to enhance Senior Center facilities in the future. Recently, these funds had been targeted for the construction of a $3.7 million Senior Center facility in Stovall, NC. After reviewing financing strategies for this project with Davenport Financial Consultants, management believes that the best approach would be to apply $1,000,000 of this $2,000,000 to the project and use debt financing to fund the balance. As a result, the remaining $1,000,000 Human Services assignment can now be classified as unassigned in the General Fund.

RECOMMENDATION:

The County Manager and Finance Director recommend unassigning funds from the Human Services function back to the General Fund.

ACTION TAKEN:

Granville County
Tax Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: November 6, 2023
Title: **Tax Refunds, Releases & Write-offs**

PURPOSE:
To approve tax refunds, releases and write-offs.

BACKGROUND:
Tax releases and refunds are generated according to N.C.G.S. 105-381. According to the resolution adopted May 1, 2003, the Board of Commissioners authorized the Tax Collector to forego the collection for all taxes which do not exceed $2.00.

Tax refunds: When a person or business overpays their tax bill. Sometimes this is the result of a garnishment.

Tax releases: These are usually due to a clerical error.
The following tax refunds, releases and write-offs are recommended for approval:

Refunds	October 5, 2023 - October 25, 2023:	$ 1593.81
Releases	October 5, 2023 - October 25, 2023:	$ 1088.21
Write-offs ($2 and less)	October 5, 2023 - October 25, 2023:	$ 3.10

RECOMMENDATION:
The Tax Administrator recommends approval of tax refunds, releases, and write-offs for October 5, 2023 through October 25, 2023.

ATTACHMENTS:
Detailed Refund Report
Detailed Release Report
Detailed Write-off Report

ACTION TAKEN:

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 10/05/2023 12:00:00 AM - 10/25/2023 12:00:00 AM
PAYMENT DATE RANGE:
USER/OPERATOR:
TAX DISTRICT(S):
BILL YEAR RANGE:
BILL# RANGE:

BILL TYPE: Both

RELEASE NUMBER ONLY:No

SORT BY: Transaction Date

PAYMENT TYPE: ,ACH - ACH,Card - Credit Card,Cash - Cash,Check - Check,DSO - DSO,EPA - EPA,MOrder - Money Order,OPM - OPM,PPAY - PPAY,WEB - WEB

RUN DATE: 10/26/2023 4:41 PM **GRANVILLE COUNTY REFUND REPORT**

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
89211301	2022-32551	RP: 086612855776		146.08	CTH	10/5/2023 10:34:54 AM
DOUGLAS ROSCOE						
307 11TH ST						
BUTNER, NC 27509		ROSCOE DOUGLAS				
		REFUND RECIPIENT: ROSCOE DOUGLAS MAIL OVERPAYMENT 307 11TH ST BUTNER NC 27509				
51059301	2021-31518	RP: 191600949591		133.09	MH	10/10/2023 11:46:24 AM
DANIELS WILLA RUTH						
DANIELS ELIJAH						
3115 LITTLE MOUNTAIN CREEK RD						
OXFORD, NC 27565		SUMMITT HOSPITALITY INCORPORATED				
		REFUND RECIPIENT: ELIJAH DANIELS JR GARNISHMENT OVERPAYENT 3115 LITTLE MOUNTAIN CREEK RD OXFORD NC 27565				
22484304	2023-18482	RP: 183600525861		257.61	CTH	10/10/2023 2:40:34 PM
TUTTLE GERALD O						
TUTTLE LYNN B						
4128 OLD FRANKLINTON RD						
FRANKLINTON, NC 27525		LYNN B TUTTLE1930.67				
		REFUND RECIPIENT: LYNN B TUTTLE MAIL OVERPAUMENT 4128 OLD FRANKLINTON RD FRANKLINTON NC 27525				
3235	2023-202554	PERSONAL PROPERTY		360.36	TYRELL	10/12/2023 10:54:07 AM
BOBBITT JAMES B						** VOIDED **
5550 DEVINWOOD RD						
OXFORD, NC 27565-8703		PERSON COUNTY				
		REFUND RECIPIENT: JAMES BOBBITT MAIL OVERPAYMENT 5550 DEVINWOOD RD OXFORD NC 27565				
1061613	2022-20785	RP: 087604901394		286.36	CTH	10/16/2023 11:13:09 AM
BREEDLOVE MICHAEL E						
BREEDLOVE BETH L						
2012 SUGAR HILL DR N						
CREEDMOOR, NC 27522-7247		PNC BANK				

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
		REFUND RECIPIENT: MIICHAEL B BREEDLOVE BETH L. BREEDLOVE MAIL OVERPAYMENT 2012 SUGAR HILL DR N creedmoor NC 27522				
639	2023-32075	PERSONAL PROPERTY		523.26	MH	10/16/2023 11:30:40 AM
ALTEC CAPITAL SERVICES LLC						
1611 N INTERSTATE 35E STE 428						
CARROLLTON, TX 75006-8616		ALTEC CAPITAL SERVICES LLC/ADVANCE PROPERTY TAX COMPLAIANCE REFUND RECIPIENT: ALTEC CAPITAL SERVICES LLC ADVANCED PROPERTY TAX COMPLAINCE MAIL OVERPAYMENT 1611 N INTERSTATE 35 E SUITE 428 CARROLTON TX 75006 8616				
59179301	2022-15784	RP: 193209169493		8.79	MH	10/16/2023 11:33:52 AM
TERRY ELIGHER						
4045 RICHARD LANE						
OXFORD, NC 27565		GOLD LAW PA TRUST ACCOUNT REFUND RECIPIENT: GOLD LAW PA TRUST ACCOUNT MAIL OVERPAYMENT 309 W MILLBROOK ROAD SUITE 171 RALEIGH NC 27609 4261				
27428301	2023-16319	RP: 089900794496		132.01	TYRELL	10/18/2023 10:54:14 AM
JOHNSON PAUL DEAN						
JOHNSON HILMA P						
3019 CATHY DR						
DURHAM, NC 27703-3403		LAW OFFICE OF JARD T AMOS PLLC REFUND RECIPIENT: LAW OFFICE OF JARED T AMOS PLLC MAIL OVERPAYMENT PO BOX 2207 MORGANTON NC 28680				
3066301	2023-4584	RP: 099800422415		19.47	CTH	10/19/2023 2:16:24 PM
BLACKWELL WILLIAM MARK						
						** VOIDED **
8111 DICK BLACKWEL ROAD						
OXFORD, NC 27565		WILLIAM MARK BLACKWELL REFUND RECIPIENT: WILLIAM MARK BLACKWELL MAIL OVERPAYMENT 8111 DICK BLACKWELL RD OXFORD NC 27565				

RUN DATE: 10/26/2023 4:41 PM **GRANVILLE COUNTY REFUND REPORT**

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
86841301	2023-202743	PERSONAL PROPERTY		12.90	TYRELL	10/20/2023 10:53:18 AM
BARTHOLOMEW DANA						
HOLT HORACE						
4039 ROYAL DR						
FRANKLINTON, NC 27525		WAKE COUNTY REVENUE DEPARTMENT				
		REFUND RECIPIENT: DANA BARTHOLOMEW HORACE HOLT MAIL OVERPAYMENT 4039 ROYAL DR FRANKLINTON NC 27525				
86841301	2023-202745	PERSONAL PROPERTY		93.71	TYRELL	10/20/2023 11:01:18 AM
BARTHOLOMEW DANA						
HOLT HORACE						
4039 ROYAL DR						
FRANKLINTON, NC 27525		WAKE COUNTY REVENUE DEPARTMENT				
		REFUND RECIPIENT: DANA BARTHOLOMEW HORACE HOLT MAIL OVERPAYMENT 4039 ROYAL DR FRANKLINTON NC 27525				

TOTAL REFUNDS PRINTED:	**1,973.64**
TOTAL VOID REFUNDS:	**-379.83**
TOTAL:	**1,593.81**

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 10/5/2023 - 10/25/2023

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
TOTAL VOID REFUNDS:							

PARAMETERS SELECTED FOR FINANCE RELEASES REPORT:

TRANSACTION DATE RANGE: 10/05/2023 12:00:00 AM - 10/25/2023 12:00:00 AM
BILL TYPE: Both
BILL YEAR/NUMBER RANGE:
PRINT TOTALS ONLY: No
USER/OPERATOR:
EXCLUDE USERS/OPERATORS:
SORT ORDER: Name

REPORT TITLE:

1 Granville County Tax	1,012.86
51 Butner District	4.37
Fire Rescue	70.98
Total	1,088.21

Release Refund Detail

Name	Bill#	Reason		District	Amount
BLACKWELL BRUCE D	2022-252911	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	FR	ADVLTAX	0.60
BLACKWELL BRUCE D	2022-252911	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	FR	PEN FEE	0.06
BLACKWELL BRUCE D	2022-252910	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	C	ADVLTAX	8.40
BLACKWELL BRUCE D	2022-252911	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	C	ADVLTAX	8.40
BLACKWELL BRUCE D	2022-252910	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	C	PEN FEE	1.68
BLACKWELL BRUCE D	2022-252911	DISC IN ERROR. MH BURNED IN 2020. PER PERONAL PROPERTY COMMENTS GIS SWMH WAS NO LONGER THERE AS OF JAN 1 2021	C	PEN FEE	0.84
CURRIN DONALD	2023-201500	SPOKE WITH MS. CLAY AND THE BOAT AND TRLR HAVEN'T WORKED IN YEARS AND HAS BEEN JUNKED. PER VESSEL REPORT REGISTRATION HAS LAPSED . PER STARS TRLR IS STILL IN HER NAME BUT IS NOT REGISTERED.	FR	ADVLTAX	2.71
CURRIN DONALD	2023-201500	SPOKE WITH MS. CLAY AND THE BOAT AND TRLR HAVEN'T WORKED IN YEARS AND HAS BEEN JUNKED. PER VESSEL REPORT REGISTRATION HAS LAPSED . PER STARS TRLR IS STILL IN HER NAME BUT IS NOT REGISTERED.	C	ADVLTAX	37.91
CURRIN DONALD	2023-201500	SPOKE WITH MS. CLAY AND THE BOAT AND TRLR HAVEN'T WORKED IN YEARS AND HAS BEEN JUNKED. PER VESSEL REPORT REGISTRATION HAS LAPSED . PER STARS TRLR IS STILL IN HER NAME BUT IS NOT REGISTERED.	C	PEN FEE	3.79
CURRIN DONALD	2023-201500	SPOKE WITH MS. CLAY AND THE BOAT AND TRLR HAVEN'T WORKED IN YEARS AND HAS BEEN JUNKED. PER VESSEL REPORT REGISTRATION HAS LAPSED . PER STARS TRLR IS STILL IN HER NAME BUT IS NOT REGISTERED.	FR	PEN FEE	0.27
HOUSE GEORGE DONOVAN	2023-201987	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	ADVLTAX	2.52
HOUSE GEORGE DONOVAN	2023-201985	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	ADVLTAX	1.10
HOUSE GEORGE DONOVAN	2023-201987	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	PEN FEE	0.25
HOUSE GEORGE DONOVAN	2023-201987	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	ADVLTAX	1.28
HOUSE GEORGE DONOVAN	2023-201987	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	PEN FEE	0.13
HOUSE GEORGE DONOVAN	2023-201986	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	ADVLTAX	1.28
HOUSE GEORGE DONOVAN	2023-201986	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	PEN FEE	0.25
HOUSE GEORGE DONOVAN	2023-201986	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	PEN FEE	0.50
HOUSE GEORGE DONOVAN	2023-201986	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	ADVLTAX	2.52
HOUSE GEORGE DONOVAN	2023-201985	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	PEN FEE	0.76
HOUSE GEORGE DONOVAN	2023-201985	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	C	ADVLTAX	2.52
HOUSE GEORGE DONOVAN	2023-201985	POLICE REPORT PROVIDED THAT 2001 HOME TRLR WAS STOLEN FILED 2.21.2019	CI51	PEN FEE	0.33

KEELER DEBORAH DANIEL	2023-30595	HOUSE BILLED ON WRONG PARCEL. SHOULD BE ON PARCEL 097201384160.	FR	ADVLTAX	56.04
KEELER DEBORAH DANIEL	2023-30595	HOUSE BILLED ON WRONG PARCEL. SHOULD BE ON PARCEL 097201384160.	C	ADVLTAX	784.61
MEEHAN RUSSELL T	2023-202408	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	FR	PEN FEE	0.31
MEEHAN RUSSELL T	2023-202407	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	C	ADVLTAX	46.28
MEEHAN RUSSELL T	2023-202408	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	C	PEN FEE	4.40
MEEHAN RUSSELL T	2023-202407	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	FR	PEN FEE	0.66
MEEHAN RUSSELL T	2023-202407	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	FR	ADVLTAX	3.31
MEEHAN RUSSELL T	2023-202408	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	FR	ADVLTAX	3.14
MEEHAN RUSSELL T	2023-202407	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	C	PEN FEE	9.26
MEEHAN RUSSELL T	2023-202408	01 HONDA AND 95 MERZ JUNKED AND 98 FORD TOTALLED	C	ADVLTAX	43.98
NASH JOHN WILLIAM JR	2023-202557		C	ADVLTAX	-22.63
NASH JOHN WILLIAM JR	2023-202557	FAILED TO REMOVE BOAT FROM LISTING	C	ADVLTAX	20.11
NASH JOHN WILLIAM JR	2023-202557	BOAT REGISTRATION HAS LAPSED AND FORGOT TO REMOVE BOAT VALUE	C	ADVLTAX	22.63
NASH JOHN WILLIAM JR	2023-202557		C	PEN FEE	-4.53
NASH JOHN WILLIAM JR	2023-202557	BOAT REGISTRATION HAS LAPSED AND FORGOT TO REMOVE BOAT VALUE	C	PEN FEE	4.53
NASH JOHN WILLIAM JR	2023-202557	FAILED TO REMOVE BOAT FROM LISTING	C	PEN FEE	4.02
NASH JOHN WILLIAM JR	2023-202557		FR	ADVLTAX	-1.62
NASH JOHN WILLIAM JR	2023-202557	FAILED TO REMOVE BOAT FROM LISTING	FR	ADVLTAX	1.44
NASH JOHN WILLIAM JR	2023-202557	BOAT REGISTRATION HAS LAPSED AND FORGOT TO REMOVE BOAT VALUE	FR	ADVLTAX	1.62
NASH JOHN WILLIAM JR	2023-202557	BOAT REGISTRATION HAS LAPSED AND FORGOT TO REMOVE BOAT VALUE	FR	PEN FEE	0.32
NASH JOHN WILLIAM JR	2023-202557		FR	PEN FEE	-0.32
NASH JOHN WILLIAM JR	2023-202557	FAILED TO REMOVE BOAT FROM LISTING	FR	PEN FEE	0.29
TUNCHEZ CIFUENTES BRELIZ A	2023-202523	DISCOVERED IN ERROR	FR	PEN FEE	0.11
TUNCHEZ CIFUENTES BRELIZ A	2023-202523	DISCOVERED IN ERROR	C	PEN FEE	1.52
TUNCHEZ CIFUENTES BRELIZ A	2023-202523	DISCOVERED IN ERROR	C	ADVLTAX	7.59
TUNCHEZ CIFUENTES BRELIZ A	2023-202523	DISCOVERED IN ERROR	FR	ADVLTAX	0.54
WIKOFF MICHAEL	2023-202218	DISCOVERED IN ERROR	FR	ADVLTAX	1.25
WIKOFF MICHAEL	2023-202218	DISCOVERED IN ERROR	FR	PEN FEE	0.25
WIKOFF MICHAEL	2023-202218	DISCOVERED IN ERROR	C	ADVLTAX	17.50
WIKOFF MICHAEL	2023-202218	DISCOVERED IN ERROR	C	PEN FEE	3.50

PARAMETERS SELECTED FOR ACTIVITY REPORT:

TRANSACTION DATE RANGE: 10/05/2023 12:00:00 AM - 10/25/2023 12:00:00 AM
PAYMENT DATE RANGE:
BATCH KEY RANGE:
BILL TYPE: Both
BILL YEAR/NUMBER RANGE:
DISTRICT/TYPE/FEE:
TRANSACTION TYPE:
TOWNSHIP:
CITY:
STATUS:
EXCLUDE STATUS:
USER/OPERATOR:
HISTORY TYPE: 07 - Underpayment
EXCLUDE USER/OPERATOR:
PAYMENT SOURCE TYPE:
PRINT TOTALS ONLY: No
SORT ORDER: Transaction Date
PRINT COMMENTS: N
ACCOUNT#:
ACCOUNT NAME:
LOCATION:
Print Payment Breakdown:No
CHECK NUMBER:
TRANS AMOUNT FROM:
TRANS AMOUNT TO:

GRANVILLE COUNTY ACTIVITY REPORT

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
10/09/2023	09:49:49	2022-19924	DS,G	38114301	LYONS KENNETH L	MH	Payment	10/09/2023	mail	46052696	0.86		0.86
											TOTAL TRANSACTION:		**0.86**
10/12/2023	11:05:31	2023-5832		36521301	HEGGIE MARY F	TYRELL	Payment	10/12/2023	walk-in	2844	0.20		0.20
											TOTAL TRANSACTION:		**0.20**
10/16/2023	11:22:55	2023-15639		20670301	SMITH WALTER JR HEIRS	MH	Payment	10/16/2023	mail	6775401978	0.61		0.61
											TOTAL TRANSACTION:		**0.61**
10/16/2023	11:42:05	2023-200756		2242	PRECISION SHINE CAR WASH LLC	TJT	Payment	10/16/2023	mail	001008	0.53		0.53
											TOTAL TRANSACTION:		**0.53**
10/20/2023	10:45:51	2022-254131	DS	1485	JONES MICHAEL L	CTH	Payment	10/20/2023	mail	1349	0.30		0.30
											TOTAL TRANSACTION:		**0.30**
10/23/2023	12:10:30	2023-30802		45364301	LAMBERT ERNEST	CTH	Payment	10/23/2023	mail	001064	0.60		0.60
											TOTAL TRANSACTION:		**0.60**
											3.10		**3.10**
GRAND TOTALS											**3.10**		**3.10**

USER	TOTALS
CTH	0.90
MH	1.47
TJT	0.53
TYRELL	0.20

All Payments

TAX YEAR	TOTALS
2023	1.94
2022	1.16

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Minutes**

PURPOSE:
To approve minutes of the August 7, 2023 Regular Meeting.

RECOMMENDATION:
County Manager recommends approval.

ATTACHMENTS:
August 7, 2023 Draft Minutes

ACTION TAKEN:

GRANVILLE COUNTY BOARD OF COMMISSIONERS
AUGUST 7, 2023
GRANVILLE EXPO AND CONVENTION CENTER
4185 US Highway 15 South, Oxford, North Carolina

PRESENT:

Chair Russ May
Vice Chair Timothy Karan
Commissioner Sue Hinman
Commissioner Tony W. Cozart
Commissioner Jimmy Gooch

Commissioner Zelodis Jay and Commissioner Robert Williford were absent.

County Manager Drew Cummings
County Attorney James C. Wrenn, Jr.

Deputy County Manager Korena Weichel was absent.

CALL TO ORDER

At 7:01 p.m., Chair Russ May called the meeting to order. Commissioner Tony W. Cozart had the invocation and led the Pledge of Allegiance.

CONSENT AGENDA

Chair May noted that he worked with the Clerk to amend item #8 of the consent agenda, the minutes from the November 21, 2022 meeting located on line one of page 194 in the agenda packet has been corrected to read $1.87 million, and not $7.8 million.

Commissioner Karan shared that he had received an application for an economic development vacancy and requested to appoint the candidate. Chair May asked the clerk to inform him when they reached the appointments item on the agenda so the appointment could be added.

Motioned by Commissioner Timothy Karan, seconded by Commissioner Tony W. Cozart, and unanimously carried 5-0, the Board approved the consent agenda as follows:

A. Approved Project Ordinance: National Opioid Settlement Budget Amendment #1:

Capital **Project Ordinance**
National Opioid Settlement Project Ordinance
Budget Amendment # 1 (during Fiscal Year 2024)
(Budget Amendment # 1 for project ordinance)

Be it ordained, the National Opioid Settlement Project Ordinance is hereby amended as follows:

Expenditures: Increase/(Decrease)		
Collaborative Strategic Planning	$105,000	
Opioid Settlement Expenditures	$2,961,921	
Total Expenditures		$3,066,921
Revenues: Increase/(Decrease)		
Opioid Settlement Revenues	$3,066,921	
Total Revenues		$3,066,921

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(For Reference Only)

National Opioid Settlement Project Ordinance

Revenue Increase/ (Decrease):		**Entry**	**Balance**
28-3000-000	Opioid Settlement Revenues	$3,066,921	$6,867,284
Expenditure Increase/(Decrease):			
28-4000-000	Opioid Settlement Expenditures	$2,961,921	$6,762,284
28-4000-001	Collaborative Strategic Planning	$105,000	$105,000

Description: 1.) Recognize the additional (Wave II) settlement funding for Granville County as projected by the National Opioids Settlement Fund Trust

2.) Implementation by the Granville Opioid Advisory Committee of Option A, Exhibit A - Strategy #1 – Collective strategic planning – Authorizing $100,000 in expenditures for creation of a full time staff position to manage the Opioid Settlement funds and $5,000 in expenditures for printing public engagement materials, as approved by the Granville County Board of Commissioners on July 10, 2023.

National Opioid Settlement Project Ordinance
Capital Project Ordinance Budget Levels
(For County Auditors Reference)

Expenditures		*Revenues*	
Collaborative Strategic Planning	105,000	Opioid Settlement Revenues	6,867,284
Opioid Settle. Exp's	6,762,284		
Total Expenditures	6,867,284	Total Revenues	6,867,284

	Opioid Settlement Project Ordinance		
	Original Budget Ordinance - Undesignated funding		$3,800,363
8/7/2023	Addition of Tier II Opioid Settlement Revenues	+	3,066,921
	Updated Ordinance -Undesignated Funding		6,867,284
8/7/2023	Board Approved Strategy Funding - Opioid Administrator	-	100,000
8/7/2023	Board Approved Strategy Funding - Funds for published materials	-	5,000
	Updated Undesignated funding		6,762,284
	Ending Balances -8/7/23		
	Revenue		
	Opioid Settlement Revenue - **Total**		**6,867,284**
	Expenditure		
	Collaborative Strategic Planning		105,000
	Opioid Settlement Undesignated Funding		6,762,284
	Total		**6,867,284**

B. Approved declaring the following vehicles as surplus to be sold via online auction or by Enterprise Fleet Management if they choose to accept:

Sheriff's Office

VIN	Year	Make/Model	Mileage	Condition
1293	2014	Dodge Charger	130,000	Running rough
9236	2016	Ford Expedition	111,387	Transmission issues
0896	2014	Ford Expedition	135,021	Motor problems
9235	2016	Ford Expedition	108,750	Motor problems
6633	2016	Dodge Charger	100,000	Motor blown

C. Approved establishing a dedicated payroll checking account with Truist Bank.

D. Approved the following tax refunds, releases, and write-offs:

- Refunds June 2023: $17,625.83
- Releases June 2023: $ 438.45
- Write-offs ($2 and less) June 2023: $ 8.53

E. Approved accepting the Tax Collector settlement for fiscal year 2022-2023 and charged the Tax Collector with collecting fiscal year 2023-2024 taxes.

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F. Approved authorizing the County Manager to execute a contract with Keeps Clean, LLC at a cost of $1200 per month to provide cleaning services three times per week at the Granville County Convention & Expo Center.

G. Approved Minutes:

- Retreat Day 1 February 21, 2022
- Retreat Day 2 February 25, 2022
- November 2, 2022 Special Meeting
- November 7, 2022 Regular Meeting
- November 21, 2022 Regular Meeting
- December 5, 2022 Regular Meeting

MOMENT OF REFLECTION

Chair May said that the Board would like to take a moment of reflection to remember former Commissioner Ernie Anderson who passed away on July 21, 2023. He gave the following background information. Ernie Anderson was appointed as a County Commissioner on September 8, 2020, and sworn in on September 16, 2020, to fill the vacancy due to the death of Commissioner Owen Roberts. He served until December 7, 2020.

Chair May said that Ernie was a wonderful man and that it was a pleasure to call him a friend. He was also a city commissioner for Creedmoor. He had a love for others and a willingness to serve.

The Board held a Moment of Silence in his memory.

INTRODUCTIONS, RECOGNITIONS, AND PRESENTATIONS

Recognition of Dennis Lester for His Service to Granville County

Chair May said that the Board would like to recognize Mr. Lester for all he has done for Granville County. He then read and presented the following proclamation on behalf of the Board:

Recognition of Dennis Lester

Whereas, Dennis Lester, graduated from South Granville High School in 1966 and the University of North Carolina – Chapel Hill in 1970, majoring in Health and Physical Education. Meanwhile, his beloved wife Rayna also graduated from South Granville High School and the University of North Carolina – Chapel Hill in 1970.

Whereas, the Lesters are known to be legendary for their love, support, teaching, and mentoring of literally hundreds of students who passed through the halls and played on their fields and courts of dreams at South Granville High School. Dennis and Rayna were married for 52 years and have two children Cecily and Neal. Recently, Rayna passed away and this has left a void that will never be filled.

Whereas, Dennis began teaching in 1970. His tenure with the Granville County Public School System began in 1974. He taught Physical Education at both Creedmoor Elementary and Hawley Middle Schools before accepting a coaching position at South Granville High School.

Whereas, Dennis was an outstanding coach and achieved great success. His baseball teams won four conference championships, a 1982 Regional Championship, and were a Regional State Runner-Up. Three of his players went on to play professional baseball. One of them was Jeff Johnson, who played for the New York Yankees and the Cleveland Guardians.

Whereas, Dennis wore many coaching and teaching hats while at South Granville High School. This included and was not limited to, coaching football, basketball, baseball, and teaching driver education.

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Whereas, for Dennis' many coaching successes, his character, and his lasting impression upon South Granville High School, he was inducted into South Granville High School's Hall of Fame, Class of 2017.

Whereas, Dennis retired from the Granville County Public Schools in 1999. However, his public service was not complete. He served on the Creedmoor Planning Board for 15 years. Dennis' faith, love of family, former students, and community is second to none. Dennis exemplifies then and now all the finest values and character to make him a Viking legend.

NOW, AND THEREFORE, BE IT PROCLAIMED, THAT the Granville County Board of Commissioners acknowledges Dennis Lester's many years of dedicated service to the children of our great county, the City of Creedmoor, and to all those touched by his desire to help others reach their life's goals. Today there are many former players and students who will testify that many of their successes are a result of Coach Lester's impact on their lives.

PUBLIC COMMENTS

Chair May extended the time for public comments as there were many speakers present.

Paul Blalock, 1593 Tally Ho Road, Stem, NC, spoke against the Stem ETJ (extraterritorial jurisdiction). He said he found out about the matter in early March and has been at every Board meeting since March stating his opposition to it. He asked the Board to vote no to the town of Stem's ETJ request.

Cynthia Griffin, 1641 Tally Ho Road, Oxford, NC, spoke against the Stem ETJ. She said she has voiced her opposition many times and emphasized that if the ETJ were to pass, those within the ETJ would have no ability to vote in the town of Stem as it would basically take away property rights. She noted that an appointed position, a non-voting position, on the Planning Committee, is no substitute for the removal of those rights in her opinion. She said that with State Bill 675 pending in the North Carolina Legislature, in her opinion it would be inappropriate to approve with legislation still pending. She asked the Board to vote no to the town of Stem's ETJ request.

Ingrid Darius, 3226 Tump Wilkins Road, Stem, NC, asked the Board to vote no to the town of Stem's ETJ request.

Dorothy Boyd, 3595 Deerfield Road, Stem, NC, said that the Stem ETJ would be unfair to the people in the community because the ETJ would not allow them to vote in the town of Stem. She asked the Board to vote no to the town of Stem's ETJ request.

Timothy Kitts, 4053 Maple Lane, Stem, NC, stated his opposition to the Stem ETJ and asked the Board to vote no to the town of Stem's ETJ request or at least postpone it.

Michael Boyd, 1673 Stony Rock Road, Stem, NC, spoke against the Stem ETJ. He referenced the Declaration of Independence, the Constitution, and Independence Hall where Granville County's John Penn had signed the Declaration of Independence. He said that to his knowledge, of the elected bodies in Stem, only one is originally from Granville County. He mentioned the number of votes with which they were elected (31, 32 and 35 votes in recent elections). He noted emails that he had sent to commissioners. He disputed the legality of the Stem ETJ and encouraged the Commissioners not to pass the Stem ETJ and to do the will of the people. (**Heather Barbour yielded her time to Mr. Boyd**)

Mark Griffin, 1629 Tally Ho Road, Oxford, NC, spoke against the Stem ETJ. He said that he has lived at his address for 62 years, has raised a family, and served his community and state government. He noted he had not heard anyone speak for Stem ETJ. He asked the Board to do the right thing when voting on the Stem ETJ.

Mark Tilley yielded his time to Eric Miller, 2029 Care Woods Drive, Stem, NC, spoke against the Stem ETJ. He said that he has been trying to figure out what kind of impact it would have on him and his neighbors and that he is unable to do so. He said they have formed STAND, Stem Area Neighborhood Defense, and have retained Calhoun, Bella, and Seacrest of Durham as counsel

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since the week prior. He said that they have not been shown a document that lists every address and parcel within the Stem ETJ and questioned whether that document can be produced. He also said that the STAND legal council recommended that they point out that failure to provide sufficient detail on the ordinance is grounds for having the ordinance nullified if it does pass.

Katelyn Sellgren, 1098 Lake Ridge Drive, Creedmoor, NC, spoke against the Stem ETJ. She read a prepared 3-minute speech that mentioned the Founding Fathers, the Declaration of Independence, and the Constitution expressing her concerns about the democratic process and the board's decision-making. She reminded the board of their obligation to represent the opinions, ideas, and concerns of the citizens they serve, rather than making decisions based on personal bias. She mentioned the limited time given to citizens to express their views and suggested the implementation of regular, informal forums for more comprehensive dialogue and the need for equality in conversations. She continued that it is time for Granville County to set the standard on the value of rural life, and asked the Board to consider the origins of our government and the Constitution as well as the happiness of their citizens when they make their vote. **(Denise Klatt yielded her time to Ms. Sellgren)**.

Tim Hosford, 1582 Easy Street, Stem, NC, spoke against the Stem ETJ and asked the Board to vote no to the town of Stem's ETJ request.

Cheryl Blawusch, 3109 Tom Wilkins Road, Stem, NC, spoke against the Stem ETJ. She said that she has spoken before the Board before and has sent out information and reached out. She asked the Board to vote no to the town of Stem's ETJ request.

Krista Burton, 3611 Crosswinds Drive, Stem, NC, spoke against the Stem ETJ. She said that she was speaking on behalf of her mom, Cookie Reynolds who was there at the meeting, and her husband Donald Burton who could not attend. She said that they are all three opposed to the ETJ, and she asked the Board to vote no to the town of Stem's ETJ request.

Cookie Reynolds said that Krista Burton spoke for her and that she would donate her time to someone else.

Christy Wilkins Campbell, 3108 Tom Wilkins Rd, Stem, NC, spoke against the Stem ETJ. She said she came from a family who raised tobacco for a living and that she lives on that same land now. She said that the town of Stem has been vague, inconsistent, and incomplete with the information they have presented, and she asked that the Board delay its decision on the ETJ until Stem answers their concerns and complies with NC laws on ETJs. She then referenced a petition that she said had over 100 signatures and presented a copy to the Clerk.

Tim Carolan, 3145 Tump Wilkins Road, Stem NC, spoke against the Stem ETJ. He thanked the Board for the opportunity to speak and said that he was speaking on behalf of himself and his fiancé Michaela Wilkins and her family. He said that they all live in Stem and asked the Board to vote no to the town of Stem's ETJ request.

Lori Spruill, 1695 Mineral Springs Road, Stem, NC, spoke against the Stem ETJ. She said that she and her family are against the Stem ETJ and asked the Board to vote no to the town of Stem's ETJ request.

David Carey, 2030 Care Woods Drive, Stem, NC, spoke against the Stem ETJ. He said that he believes it is an injustice to the unincorporated property owners in the county and noted that the Stem ETJ would mean they would not be able to vote for Stem officials.

Tish Thompson, 1183 Little Mountain Road, Stem, NC, said that the community was informed about the Stem ETJ in March and that at the first meeting at the Stem Firehouse, a commissioner said that there were about 20 more people at that meeting than usually attend. Regarding the spike in attendance, she asked rhetorically if the proof was in the pudding.

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Jamie Harr, 3230 Serenity Drive, Stem, NC, said that he is opposed to the Stem ETJ and asked the Board to vote no to the town of Stem's ETJ request.

Julie Frund, 3257 Tump Wilkins Road, Stem NC, said that she is opposed to the Stem ETJ, saying that it is regulation without representation and that an appointed representative is not a true representation. She asked the Board to vote no to the town of Stem's ETJ request.

Jaycee Georgiev, 1174 Smith Creek, Stem, NC, updated the Board on the south Granville six-part petition for (1) restoring the one-acre minimum lot size, (2) banning community wells, (3) a building moratorium, (4) adopting well interference ordinance, (5) no use of explosives to grade land (6) and equitable fire tax. She said that at the prior board meeting, they had over 100 signatures and at this meeting, they were approaching 300 signatures. Also, she said when speaking with state legislature since the last month's meeting, she was told that in an ETJ it depends on who is the mayor if chickens are allowed, or roads have to be paved as it depends on getting an ordinance in jurisdiction so they have a say and applies to any future ETJs.

Betse Noble, 1295 Woodland Church Road, Wake Forest, NC, said that she was there on behalf of her neighborhood in Wake Forest and that several neighbors were at the meeting. She said that they are worried about their wells and are in support of the petition Jaycee Georgiev mentioned. She added that they hope the Board understands that there needs to be a new groundwater survey. She said we need to slow down the growth to get the infrastructure in place first before we have an explosion of neighborhoods.

Barbara Meadow, 3178 Serenity Drive in Stem, NC, said that she does not want the Stem ETJ.

Shannon Fleming, 1991 Idlewood, Drive, Stem, NC, spoke against the Stem ETJ. She said that she is Chair of the Democratic Party of Granville County, and when asked, clarified that her comments are on her behalf and not on behalf of the Granville County Democratic Party. She read from page five of the Democratic Party values regarding ETJs. She said that it is her understanding that Mayor Dover has had voluntary discussions with people about annexation and she believes he knows how to work the process without utilizing an ETJ. She mentioned regulation without representation.

Don Baker, 1171 Little Mountain Road, Stem, NC, spoke against the Stem ETJ. He thanked the County Commissioners and said that he does not think they need to be beaten up about this issue, but he does think that they need to listen. He said that the people of Stem are against the Stem ETJ.

Mark Kwasnick, 3641 Pine Needles Drive, Wake Forest, NC, spoke regarding the Falls Watershed petition. He said that he thinks the Falls Watershed is a great place to live in Granville County because of the large one-acre lots, private wells, and lack of commercial development. He stated his concern about bringing in more industrial measures like community wells and packing more houses in the smaller areas because he thinks there will be a risk of depleting the water resources needed to live there.

REQUEST FROM TOWN OF STEM TO ESTABLISH ETJ (EXTRATERRITORIAL JURISDICTION)

Board Declined Request from Town of Stem to Establish Extraterritorial Jurisdiction (ETJ)
Chair May said that a letter and resolution adopted unanimously on July 17, 2023, was received from Paul "Casey" Dover, Mayor of the Town of Stem on or about July 26, 2023 requesting that pursuant to North Carolina General Statute 160D-202(C) that the Granville County Board of Commissioners approve the extension of an extraterritorial zoning jurisdiction for the Town of Stem. He then gave the following background information:

North Carolina State Statute provides guidelines for the creation of municipal extra-territorial jurisdictions (ETJs). In areas or situations where ETJs are allowed but where County zoning and subdivision regulations already applies, the municipality, after following all the other rules

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associated with the creation of an ETJ, must request that the County's Board of County Commissioners approve the transition of the area in question from County zoning jurisdiction to municipal zoning jurisdiction. To our knowledge, the procedural requirements have been met by the Town of Stem for their proposed creation of an ETJ area and the item is thus being brought forward for consideration. Town of Stem officials will be available to answer questions.

Mayor Casey Dover of Stem explained that the town seeks to establish an extraterritorial jurisdiction (ETJ) within one mile of the town's corporate limits as granted by North Carolina General Statute 160D-202. He explained that an ETJ would empower Stem to manage and regulate development zoning activities in the surrounding area, ensuring the protection of the environment and maintaining the character of Stem and that it would allow Stem to manage issues related to water quality, open spaces, and natural resources, while also advocating for amenities, services, and infrastructure that benefit residents and neighboring municipalities. He emphasized that the proposal is a step towards securing Stem's future and shaping its growth in line with the town's values and aspirations. Mayor Dover urged the Board to consider the significance of the proposal and join him in creating an ETJ for Stem.

Mayor Dover made the following additional comments. The Town of Stem has five commissioners, a mayor, a town clerk, a zoning administrator, and four police officers. They are self-sufficient and he expressed their hope to continue to be so without depending on the county. The Stem Planning Board of six community volunteers created a plan that was adopted in 2020. The Planning Board laid out the ETJ, not the Board of Commissioners. The town took two years to develop the UDO (Unified Development Ordinance), which replaced the outdated zoning. Mayor Dover thanked the Board and welcomed any questions.

Commissioner Hinman inquired about the benefits of Stem passing the ETJ. Mayor Dover explained that it is important for Stem to preserve its southern border to prevent encroachment from neighboring municipalities. Stem has received requests to annex neighboring municipalities, but they have declined. The ETJ proposal was made to control the development along the backside of Otho Mangum Road, which is the backside of Tar River, they want to preserve that so they can maintain Ledge Rock Creek which is a gem for Stem. The UDO provides for trailheads and parking pads if the area is developed, but the main goal is to control growth in the area.

Commissioner Hinman asked what the benefit of the ETJ is to the people who live in the ETJ. Mayor Dover responded by saying that the plan restricts growth and limits developers to building only two houses instead of four and they want to control that. He added that farms and other similar areas would not be included in zoning.

Commissioner Hinman asked when the current UDO was passed. Mayor Dover responded that it was passed in 2022 and updated in May of 2023 to include the agricultural zoning district.

Commissioner Hinman inquired about the process of changing a UDO and whether it can be changed again. Mayor Dover explained that the original UDO was based on Granville County's land use map from 2018, which had the surrounding areas around Stem listed as R-1 which is why the agricultural exemption was left out. After public information sessions brought attention to the AR-40, the Planning Board added it to the UDO, which was passed on May 24, 2023 after a 30-minute public hearing that lasted an hour.

Commissioner Hinman inquired about the voting rights of residents in the ETJ regarding the election of officials in the town of Stem. In response, May Dover stated that the statute does not allow for such voting rights and that the appointment of an official would be made by the Granville County Board of Commissioners.

Commissioner Hinman inquired of Granville County Planning Director Barry Baker if an ETJ would prevent another city from annexing the same area. Mr. Baker responded that it would not.

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Commissioner Hinman posed a question to Mr. Baker regarding voting rights for those in the ETJ in relation to town elections. Mr. Baker responded that they would not have the right to vote.

Commissioner Hinman inquired of County Attorney Wrenn if an ETJ would prevent another city from annexing the same area. Attorney Wrenn responded that he had no reason to question Mr. Baker's statement and that, to his knowledge, the ETJ does not stop an annexation.

Commissioner Hinman posed a question to County Attorney Wrenn about the voting rights of those in the ETJ for town elections. Attorney Wrenn responded that as per his knowledge, they would not be able to vote in town elections.

Commissioner Gooch asked how the Unified Development Ordinance (UDO) would affect the people in the proposed ETJ who already live there. Mayor Dover replied that the people would not have to change anything unless they decided to develop their property. Attorney Wrenn clarified that compliance with the UDO would only be necessary if a change was made to the property. Stem Town Attorney Bob Hornick explained that the agricultural operations would not be affected by the Stem regulations, and any existing use would continue in its current form without being affected by any of the regulations which is called grandfathered. Commissioner Gooch asked if someone added on to their house if they would be required to pave their driveway. County Attorney Wrenn and Attorney Hornick made clarifications noting that you would have to go to the county for the building permits and the town for the zoning compliance for changes and it would mirrors Granville County's ordinance.

Stem Town Attorney Hornick acknowledged objections to the ETJ but emphasized that the ability to form an ETJ was created by the legislature sixty years ago. He believes that the discussion is necessary, and if passed, people will be glad in ten to fifteen years because it is inevitable.

Commissioner Gooch inquired about Stem's compliance with legal requirements. Attorney Hornick expressed confidence that Stem had met all requirements but noted that the process was not yet complete. If the Board of Commissioners approves the ETJ, an ordinance must be adopted, and zoning implemented for the area.

Commissioner Cozart inquired about the involvement of those in the proposed ETJ in the development of the plan. Clarification was made that Stem's Planning Board does not have an ETJ membership like other nearby towns and has never had an established ETJ, thus they have no representation on Stem's Planning Board.

Commissioner Karan said that in 2006 the City of Creedmoor attempted an involuntary annexation, not an ETJ attempt, but an involuntary annexation of an urbanized area. He talked about the history of the County's role in previous development where water and sewer were extended into an unincorporated sanitary district at the request and expense of landowners. He emphasized the importance of property owner rights and noted that the creation of the Town of Butner and SGWASA were positive results of Creedmoor's 2006 history. He suggested that the time for ETJ establishment may have come to an end and emphasized the need for legislative and democratic processes. He acknowledged the consternation of affected parties but encouraged them against going backward. He expressed his opinion on extending water and sewer services into unincorporated areas, saying that it should only be done under extreme circumstances and not for subdivisions on the border of a city or town.

During a discussion about farmland and the ETJ, Chair May expressed concerns about whether farming and bona fide farms can still exist in the ETJ. Attorney Hornick explained that Chapter 160 D of the statutes allows for the existence of bona fide farms, which are exempt from zoning regulations if certain criteria are met. The creation of the ETJ does not affect the status of existing bona fide farms.

During a discussion between Chair May and Mayor Dover, Chair May requested clarification on whether the most recent UDO aligns with the County's ordinances. Mayor Dover confirmed that it did and restated that the date of the most recent UDO is May 24, 2023.

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Chair May also inquired about the agricultural section, which was not included in the original information provided to residents. Mayor Dover explained that the changes were posted on the Town of Stem's website and highlighted in red, as required by legislation. Additionally, two informational sessions were held, along with one public hearing.

Commissioner Gooch offered a motion to table the vote on this matter until all Board members were present as the Board has had a long-standing position of not addressing ETJ issues and he believed all Board members need to be present to act. The motion failed due to the lack of a second. Chair May announced that the motion failed.

Chair May guided the Board and clarified that there is no statutory requirement for them to act or adhere to any timeline.

Commissioner Sue Hinman made a motion to decline Stem's request to extend its ETJ (extraterritorial) powers, which was seconded by Commissioner Tony W. Cozart. The Chair then invited the attendees to share their thoughts on the matter.

Commissioner Hinman explained that her vote was not influenced by any threats and that she voted based on her conscience. She made it clear that she does not tolerate threats and will not be swayed by them in the future.

Commissioner Gooch offered a substitute motion that the Board take no action because two members were absent. The motion died for a lack of a second.

Chair May stated that they would proceed with Commissioner Hinman's motion.

Chair May read the following statement:

> I have carefully reviewed the Town of Stem's request. The Mayor and his board view their actions as those they were elected to act upon. The Town of Stem has worked on and talked about establishing an ETJ for some time now. The County Board of Commissioners supports the growth and prosperity within the town of Stem, as we do with all the county's municipalities. I also know Mayor Dover to be a good and decent man, who seeks to better the quality of life for the residents of Stem and their neighbors.
>
> I have heard and appreciate the concerns of the residents within the proposed ETJ. The fear of uncertainty and changes to the life they desire has brought about much anxiousness. It is clear that those who oppose the ETJ want no part of it, regardless of the newly adopted UDO by the Town of Stem, which aligns with the County's ordinances.
>
> As I considered how I would vote, my vote is not influenced by innuendos or negative comments, but influenced by my principles, values, and what I believe to be in the best interest of the County. County Commissioners serve all residents of the county, those in municipalities as well as those in unincorporated areas.
>
> Today we live in a very different era than when a Municipal Government Study Commission was formed in 1958 to study ETJs. For instance, annexation in almost all cases is now voluntary. Health and safety concerns are managed by more robust legislation, regulations, and agencies than existed in the late 1950s when this study occurred. Furthermore, Granville County has had county-wide zoning since 1989. There is no threat that development will occur adjacent to Stem in an unregulated matter; the current Stem UDO adopted in May of 2023, mirrors that of the County. County zoning adequately protects the municipal borders from unregulated growth. Water and sewer infrastructure may be delivered through voluntary annexation.

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We now live in the third fastest-growing state in the union, a suburb of RTP, and real overt growth has arrived, and much more is likely to come if, and when, the economy improves. I believe to maintain our rural character, allow our municipalities to thrive, and have a win-win, government and citizens must come to a consensus on how the two can merge to maintain the desired character of the community. I admit this is not easy, but for our County, it is my desire that we find the right arrangements and agreements so we may protect property rights and the ability of our towns to responsibly grow without creating an atmosphere of infringement.

This commissioner believes in limited government. Those citizens who wish to live in a rural setting with few amenities take on greater personal responsibilities, a lower tax burden, and less dependence upon the government. That is an individual decision. In turn, those who live in a municipality seek most often to have greater amenities and services. They can expect a greater tax burden, greater regulations, and more government interaction. Again, an individual decision.

Those living in the proposed ETJ may feel that they have limited representation or influence in local government decisions, as they do not have voting rights for town officials despite being impacted by town regulations. Stem Officials will offer ETJ residents places on boards to include the Planning Board, but still, these ETJ residents will not be permitted to vote in municipal elections. ETJ residents may also feel their rights are being infringed upon because the town may impose additional regulations and restrictions on their property/land, if not today at some point in the near or distant future.

I want to make this clear, my vote will be based on my conscience, my values, my principles, regardless of individuals who disagree or don't agree with it. I hope we can come together as a community and treat each other with mutual respect even when we disagree.

I want to make this clear, my vote is not an anti-growth vote, but a principled vote based on my views and values as it relates to limited government, the right to representative government, and the current era of zoning and ordinances which is very different today than 1958. Lastly, my vote on this matter is not solely related to the Town of Stem but would be the same should another municipality request the expansion of its ETJ. This Board member will not treat Stem any differently than any other municipality that would make this request.

Commissioner Gooch said that the Board has opened the door for Butner, Creedmoor, and Stem to request expansion of their ETJs and that if the Board would remain consistent then they would have to vote no for all, and that by not taking up the issue they would avoid having to vote no.

Chair May respectfully disagreed, contending that no action in his view is inaction and that Stem residents would like a response and a vote.

Commissioner Hinman said the only reason she made the motion is because she feels everyone has the right for a vote on the matter.

Chair May called for a roll call vote and asked Commissioner Hinman to restate the motion. Commissioner Hinman restated the motion that the Board decline Stem's request to extend its ETJ (extraterritorial) powers.

Chair May clarified that they are voting to decline so if they are against, then that would be a yes vote, and Commissioner Hinman confirmed.

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Clerk to the Board Debra Weary called the roll for a vote.
District 3, Commissioner Sue Hinman: Yes
District 4, Commissioner Tony W. Cozart: Yes
District 6, Commissioner Timothy Karan: Yes
District 7, Commissioner Jimmy Gooch -abstained
District 5, Chair Russ May: Yes

The Board declined the Town of Stem's request for an ETJ by a vote of 4-0, with Commissioner Gooch abstaining from the vote.

Chair May expressed his gratitude towards Mayor Dover for his hard work and dedication towards the town, as well as the residents who shared their thoughts. He said he hopes the community can progress positively. He reread the following portion of his previous statement.

> We now live in the third fastest-growing state in the union, a suburb of RTP, and real overt growth has arrived, and much more is likely to come if, and when, the economy improves. I believe to maintain our rural character, allow our municipalities to thrive, and have a win-win, government and citizens must come to a consensus on how the two can merge to maintain the desired character of the community. I admit this is not easy, but for our county, it is my desire that we find the right arrangements and agreements so we may protect property rights and the ability of our towns to responsibly grow without creating an atmosphere of infringement.

County Attorney Wrenn cited the North Carolina General Statute on abstention, which allows for members only to be excused from voting on matters that may involve their own financial interest or official conduct on matters which members are prohibited from voting under GS 14-234 and 160.D-109. He noted that abstention is something that cannot be done in this case.

District 6, Commissioner Jimmy Gooch: No.

The board declined the Town of Stem's request for an ETJ, 4-1 (Commissioner Gooch voted no).

Mayor Dover invited members of the community to attend the town meeting held every third Monday.

RECESS

At this point, the Board took a brief recess and resumed at 8:44 p.m.

TAX MATTERS

Board Approved Late Exclusion Application

Chair May said that this item is to consider the approval of the untimely filed application for age exclusion.

Tax Administrator Jenny Griffin provided the following background information. Lewis and Maryann Dull turned in their exclusion application on June 23, 2023, with a letter explaining why their application was late. However, the cut-off time for elderly exclusion is June 1st. According to the North Carolina General Statute 105-282.1(a1), upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Board of County Commissioners. This subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. The letter sent to the Tax Administration explained that Mr. and Mrs. Dull suffered a traumatic event that left them incapacitated for a period. The

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letter was not included in the agenda to protect their privacy but was made available for the Commissioners to view.

Chair May clarified that both husband and wife are in their 80s and still managing their affairs. Ms. Griffin replied that was correct and recommended that their application be approved.

Motioned by Commissioner Jimmy Gooch, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board approved the late exclusion application for Lewis and Maryann Dull.

SHERRIFF MATTERS

Presentation and Update by Sheriff Robert Fountain on Crime Statistics, Trends, And Other Public Safety Matters

Chair May said that the purpose of this item is for the Sheriff of Granville County to provide information about crime statistics and trends and other information relevant to public safety in Granville County. He said that the Board had asked the Sheriff to report every quarter on information regarding statistical data, crime data, programs, and funding concerns so that the Board could hear from the Sheriff's Office throughout the year and residents could be kept up to date. Chair May said that Sheriff Fountain had agreed to make quarterly presentations, and he thanked Sheriff Fountain for coming before the Board on this date.

Sheriff Robert Fountain said that the Granville County Sheriff's Department is doing exceedingly well. The Sheriff's Department responded to 4,586 calls for service. They served 784 civil orders, 105 protective orders, 146 criminal summons, and 342 CCW (carrying a concealed weapon) permits. He then referred to the following crime analysis and emphasized that crime in Granville County has not exploded.

Granville County Agency by Agency Crime Analysis

PROPERTY CRIME TRENDS

Year	2018	2019	2020	2021	2022
Dept.	Total Reported Property Crime	Total Reported Property Crime	Total Reported Property Crime	Total Reported Property Crime	Total Reported Property Crime
Butner	177	122	151	147	N/A
Creedmoor	93	55	76	39	N/A
Oxford	411	231	216	182	N/A
GCSO	467	316	287	357	N/A
County Agency Total	**1,148**	**724**	**730**	**725**	N/A

VIOLENT CRIME TRENDS

Year	2018	2019	2020	2021	2022
Dept.	Total Reported Violent Crime	Total Reported Violent Crime	Total Reported Violent Crime	Total Reported Violent Crime	Total Reported Violent Crime
Butner	33	33	24	24	N/A
Creedmoor	6	10	13	12	N/A
Oxford	68	91	91	70	N/A
GCSO	55	57	41	59	N/A
County Agency Total	**162**	**191**	**169**	**165**	N/A

Sheriff Fountain continued, saying that as of the prior week, they started taking on federal inmates and that they are in conversations with the Bureau of Prisons and US Marshal Service to become a hub for the Bureau of Prisons and US Marshals to store inmates and transport them to other facilities.

Regarding staffing, he said that there are 72 positions of which six are admin which leaves 66 sworn positions. There are five bailiffs and three part-timers. He noted that of the 66 sworn positions, 60 are filled which leaves six vacancies.

Three federal agencies want to renew partnerships with Granville County: US Marshal Services, DEA (Drug Enforcement Administration), and FBI (Federal Bureau of Investigation). He mentioned a recent Granville County investigation which led them to work with the FBI, an assistant US attorney, and Avis Rental Car in a joint operation to recover as many of the 200 vehicles that they can find. A missing vehicle was first recovered in Granville County, and they are also working with counties where other vehicles were found.

Sheriff Fountain mentioned patrolling in the southern end of the County due to complaints of speeding. He said they are looking into having their own CAD (computer-aided dispatch) system so that they can access their data. Currently, they utilize the 911 Communication Center CAD system, and information must be requested from them.

When asked, he said that 48 of the 60 officers are certificated, not including the jail. Sheriff Fountain explained BLET (Basic Law Enforcement Training) certification and timeframes. He reported that all seven SRO (School Resource Officers) positions are filled.

When asked, Sheriff Fountain answered further questions regarding scanners, radiation badges, UVC (ultraviolet-C) lighting, patrol staffing and supervision, the drug enforcement unit, CALEA (Commission on Accreditation for Law Enforcement Agencies) accreditation for law enforcement, detention center, a timeframe on new uniforms, benefits of the new compensation package, ways the Sheriff's Department is reducing costs, an accounting of radios, and an inventory of all equipment.

Sheriff Fountain emphasized how the new compensation package is attracting experienced officers from other agents. He mentioned working with County Manager Drew Cummings and HR Director Angela Miles. He commended the board for their due diligence in this area.

Board Approved Purchase of High-Capacity Incinerator with Contingency

Chair May said that the purpose of this item is to approve the purchase of one (1) Destructor S/C Incinerator for the Granville County Sheriff's Office for incinerating evidence.

Sheriff Fountain said that currently, we transport evidence to other counties to be destroyed. He would like the Granville County Sheriff's Office to be self-sufficient. Sheriff Fountain presented this item based on the following information in the agenda packet:

1. The Sheriff's Office is requesting to expend $14,335.00 in federal asset forfeiture funds to purchase an incinerator to destroy hazardous material obtained through investigations and community drug disposal. Additionally, the Sheriff's Office will make the equipment available to Granville County Animal Control for carcass disposal as needed.
2. The Destructor S/C Incinerator has a capacity of 500 lbs. with a burn rate of 125 lbs. per hour allowing for the disposal of 1,000 lbs. in 8-hour period of operation. The process will turn contraband and paraphernalia into sterile, inert ash leaving the material harmless and disposable without risk.

The Sheriff's Office requires the ability to destroy drug evidence after judicial proceedings and/or the destruction of other hazardous items. The Sheriff's Office cannot independently destroy large amounts of drug evidence and on occasion is required to dispose of more than 1000 pounds of marijuana. Additionally, the incinerator will be used to assist with the destruction of prescription drugs and medical items seized during the Drug Take Back Initiative. The Sheriff's Office will partner with Animal Control to make the equipment available for the destruction of deceased animals as needed.

US Global Resources will be the authorized sole-source vendor for this purchase:

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Destructor S/C Incinerator -		$13,300.00
Shipping -		$ 1,700.00
5% Rebate -		$ 665.00
	Total:	**$14,335.00**

Funds are available for this purchase from the U.S. Treasury Asset Forfeiture Account and is deemed an acceptable utilization of funds per "The Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies."

Chair May explained to the Board that the Board may desire to approve this process so that when the Sheriff's Department destroys evidence, it is at the Sheriff's Office, it would be under constant surveillance, and there would be a mechanism in place where two or more deputies are present. He clarified that this would be an incinerator solely for narcotics, and Sheriff Fountain confirmed. Sheriff Fountain added that a clerk would be present as well.

When asked if the Sheriff's Department had previously purchased an incinerator, it was answered that they do have the ability to incinerate a small number of narcotics, but it is a time-consuming process, and that it cannot handle a large amount.

Discussion ensued about the possible usage of the incinerator by Animal Control.

County Attorney Wrenn asked if Mr. Rob Bailess knew if this purchase was on a state contract. Mr. Bailess said that he did not know. Attorney Wrenn advised the Board to make sure that approval is contingent on making sure it meets purchasing requirements since this is a use of federal funds. Chair May restated that the caveat would be to get DEQ (Department of Environmental Quality) approval and meet state purchasing requirements.
Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board approved the purchase of the Destructor S/C Incinerator using $14,335.00 in federal asset forfeiture funds from the U.S. Treasury Account contingent upon meeting purchasing requirements and DEQ approval.

Board Approved Surplus and Sale of AR-15 Rifles

Sheriff Fountain said that this request is for approval to surplus sixty-two (62) AR-15 Rifles and exchange the firearms for store credit with a federal firearms license dealer (FFL). He presented based on the following background information:

1. The Granville County Sheriff's Office (GCSO) is requesting to surplus and then sell sixty-two (62) AR-15s to Cross Creek Outdoor Supplies at fair market value in exchange for store credit. Cross Creek Outdoor Supplies is an FFL and will assume responsibility for the functionality of the weapons at the time of transfer.

2. Pursuant to North Carolina General Statue 160A-271, a county government may exchange any real or personal property belonging to the county for other real or personal property by private negotiation if the county receives full and fair consideration in exchange for its property (attachment in agenda packet). Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the Board of Commissioners upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other considerations changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting (notice included in the agenda packet).

3. This is a request for surplus weapons purchased with federal asset forfeiture funds. The request meets the requirements for the disposal of property as outlined in the U.S. Department of Justice and Treasury Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies.

On March 20, 2023, the Sheriff's Office received approval from the Board of Commissioners to upgrade the existing weapons inventory with the purchase of fifty (50) 5.56 semi-auto rifles and

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ten (10) 9mm sub-guns. As a result of this action, the Sheriff's Office is now prepared to surplus the older inventory of AR-15s to make way for the new weapon platforms. All weapons will be checked through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) database to ensure the accuracy of the serial number and ownership by the Sheriff's Office. An inventory list was included in the agenda packet. An estimated value of the weapons was provided by Cross Creek Outdoor Supplies and a store credit will be provided to the Sheriff's Office.

Sheriff Fountain emphasized that deputies have the first choice to purchase.

When asked, Sheriff Fountain explained that the guns were put together as a kit, with no brand names, and that they were bought from a local gun store as a kit.

County Attorney Wrenn asked Sheriff's Office Consultant Rob. Bailess confirm that the store credit meets federal requirements and that anything purchased under that store credit will be tracked under equitable sharing programs.

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Timothy Karan, and unanimously carried, 5-0, the Board approved the surplus and sale of sixty-two (62) AR-15 Long Guns valued at $300 each for a total of $18,600 in exchange for store credit at Cross Creek Outdoor Supplies of Henderson, NC.

Board Approved Sheriff's Office Migration to AT&T FirstNet

Sheriff Fountain explained that Granville County currently provides stipends for deputies to use personal cell phones for County purposes, which could result in personal phones being subpoenaed for extra information. It was discovered that some funds are being paid to individuals who are not eligible for stipends or no longer work for the County. Chris Brame, the Information Technology Director, is researching and tracking the assigned stipends.

Sheriff Fountain explained the following background information:

> Due to communications challenges during the response to the 9/11 terrorist attacks, it was recommended by the 9/11 Commission to create a single, interoperable network for public safety. In 2012, Congress established the First Responder Network Authority (FirstNet) to meet the mission needs of public safety professionals. FirstNet has created a nationwide broadband network tailored specifically to meet the needs of first responders to save lives and protect communities. The Sheriff's Office does not currently have an integrated mobile telephone network and the addition of FirstNet will address several gaps in communication and the investigative process. Predominantly, the need for Sheriff's Office personnel to operate on a secure network that permits deputies to communicate during both routine and critical incidents. FirstNet provides a dedicated communications network that will give the Sheriff's Office the ability to operate effectively in all environments.
>
> 1. The Sheriff's Office will acquire FirstNet mobile telephone service and deploy 85 Apple iPhones and 10 Sonim XP5 Plus tactical phones. This initiative will provide Sheriff's Office personnel with a dedicated communications platform to operate efficiently and share data in critical situations. FirstNet is a nationwide broadband network dedicated to First Responders that provides a secure and effective communication capability.
> 2. FirstNet is different from other carriers in that it has a dedicated public safety core that provides routing priority during emergencies. Additionally, FirstNet encrypts network traffic internally, creating a highly secure communications environment required by public safety.

Equipment	Quantity	Unit Cost		One-*Time* Cost
Apple iPhone 12	85	$0.99		$84.15
Sonim XP5 Plus	10	$.099		$ 9.90
			Total:	$94.05

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Rate Plan	Quantity	Monthly Cost	Annual Cost
FirstNet Unlimited	85	$3,569.15	$42,829.80
Push-to-Talk Plan	10	$ 179.90	$ 2,158.80
PTT Enhancement	85	$ 170.00	$ 2,040.00
		Sub-Total:	$48,028.60
		Estimated Tax:	$ 3,140.76
		Annual Cost:	**$50,169.36**

Sheriff Fountain explained that FirstNet offered them the ability not to use cradle points, which would cost $250,000 to outfit vehicles with cradle points. He then invited Chris Brame to speak.

Information Technology Director Chris Brame said that FirstNet is a priority network. It allows the county to have true priority regardless of what is going on in the network. FirstNet is currently being used in Emergency Management and is offering a lower rate than the stipends, which would save the county money. He said when they audited their Verizon bill, they noticed that there were multiple MiFis and multiple connections that were named under certain employees who were no longer employed, and those devices were closed off. He explained that utilizing the Apple iPhones allows the Sheriff's Department to have full remote-control access, and full ability to pull backups of the phone at any given time.

When asked, both IT Director Chris Brame and County Manager Drew Cummings said they agree with the move to FirstNet.

When asked, Sheriff's Office Consultant Robert Bailess explained the benefits of having FirstNet in the event of a true crisis.

When asked about requesting additional lines, Sheriff Fountain explained that he is planning for when they are fully staffed and added that he is requesting ten push-to-talk phones for the jail. Any additional phones would be stored with IT who can get them online as needed.

Chair May stated that the Sheriff has the funding in his budget.

Motioned by Commissioner Jimmy Gooch, seconded by Commissioner Sue Hinman, and unanimously carried, the board approved the migration to AT&T FirstNet public safety priority network carrier for the Sheriff's Office for 85 Apple iPhones and 10 Sonim XP5 Plus cellular devices at an estimated annual cost of $50,169.36 and transition of the Verizon data plan for MiFi hotspots for laptops to the Granville County IT Department as part of their data connectivity initiative.

APPOINTMENTS

Board Approved Appointments to the Granville County Human Relations Commission

County Manager Drew Cummings explained that there were vacancies on the Human Relations Commission, one from District 5, two from District 6 and one from District 7.

Chair Russ May mentioned that the staff is aware some committee members have exceeded their term limits dated in the current bylaws. He noted that a review of the current bylaws and terms limits is in process and asked when that can be expected to be completed.

County Manager Drew Cummings said that he will review what the interns completed this summer when reviewing boards and committees and will use that to bring back some across-the-board recommendations. He noted that he supported that we get in line with what the current by-laws state.

Chair May said that it is important to allow all citizens to serve.

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Motioned by Commissioner Russ May, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board appointed Clint Owens (District 5) to the Granville County Human Relations Commission

Motioned by Commissioner Timothy Karan, seconded by Commissioner Tony W. Cozart, and unanimously carried, 5-0, the Board appointed Ed Gleason (District 6) to the Human Relations Commission District 5 seat.

District 7 appointment was held as Commissioner Gooch said he did not have an appointment at this time. Commissioner Hinman, District 3, said she needs to review when the terms for the appointments from her district expire.

Board Held Appointments to the Granville County Planning Board

Chair May said that the terms of Howard Tyler, District 4, and Justin Milstead, District 7, have expired. Commissioner Cozart, District 4, said that he hopes to have a name at the next meeting. Commissioner Gooch, District 7 said that he is still working on finding a recommendation.

Board Approved Appointments to the Parks, Greenways, And Recreation Committee

Chair May said that this item is to make appointments to the Parks, Greenways, and Recreation Committee for District 1, District 2, District 3, District 4, District 5, District 6, District 7, and At-Large as the names on the agenda document are all up for reappointment.

Commissioner Cozart said that Commissioner Jay had asked him to make a motion to appoint Reverend Reggie Royster for District 1.

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Timothy Karan, and unanimously carried, 5-0, the Board appointed Reverend Reggie Royster (District 1) to the Parks, Greenways, and Recreation Committee.

District 2 appointment was held as Commissioner Williford was not in attendance. District 4 appointment was held as Commissioner Cozart did not have a recommendation at this time.

Commissioner Karan said that the terms of Mr. Williams (District 3), Mr. Averette (District 5), Mr. Washburn (District 6), Mr. McFadden (District 7), Ms. Shaeffer (At-Large), as well as Mr. Rote (At-Large), are set to expire, and they would all like to serve and again and need reappointment.

Motioned by Commissioner Jimmy Gooch, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board reappointed Glenda Williams (District 3), Joshua Averette (District 5), Ivan Washburn (District 6), Michael McFadden (District 7), April Shaeffer (At-Large), and Richard Rote (At-Large) to the Parks, Greenways, and Recreation Committee.

Board Approved NCACC Voting Delegate

Chair May announced that Board members are scheduled to participate in the 116th annual NCACC (North Carolina Association of County Commissioners) Conference August 24-26, 2023 in Wake County. A voting delegate and alternate voting delegate need to be selected to represent Granville County during the business session to vote on items that are presented before the membership. The business session will be held on Saturday, August 26, 2023 at 2:00 p.m.

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Jimmy Gooch, and unanimously carried, 5-0, the Board approved Commissioner Sue Hinman as the NCACC voting delegate.

Motioned by Commissioner Russ May, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board approved Commissioner Timothy Karan as the NCACC voting delegate alternate.

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Board Approved Appointment to the Economic Development Advisory Board

Motioned by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, 5-0, the Board appointed Charles Noblin, Jr. (District 2 appointed by 6) to the Economic Development Advisory Board.

COUNTY MANAGER'S REPORT

Expo Center Audiovisual Upgrade Request for Proposal Update

Chair May said that the purpose of this item was to modernize our audiovisual system at the Granville Convention and Expo Center.

Information Technology Director Chris Brame explained that in April of this year, the IT Department issued their first RFP, request for proposal, on the modernization of the Expo Center audio and visual system to add the ability to live stream and record video of each meeting. Due to some time constraints, as the original proposal asked for a tight timeline, an amendment has been added to extend the timeline to get better bids.

Mr. Brame provided the following background information. In June 2023, the Information Technology Department issued a request for proposal to design and implement next-generation audiovisual technology for the Granville County Expo Center. The scope of key requirements include: upgrading the video system to support modern high-definition hardware connections and optimize video and text content; upgrading the audio system to digital, allowing for one-button presets and HD audio quality within the auditorium and meeting room; and installing high-definition camera system to support recording and/or live streaming of public meetings. The request for proposal closed on July 31, 2023, with multiple bids received. To ensure the selection of the proposal meets Granville County's needs now and into the future, the Information Technology department has contacted references and scheduled site visits to evaluate bidders' previous work on similarly scoped projects to provide insight into the quality of the design, implementation, and equipment. Upon completion of this process, the Information Technology Department will provide a recommendation to the Board for the proposal that best aligns with the County's needs. The recommendation is planned for the next Board of Commissioners meeting on September 5, 2023.

Mr. Brame explained that this was presented as an informational item. When asked, he said he had not reviewed any of the locations yet, and that reviews are scheduled for Monday, August 14th. He added that he has reviewed the proposals in detail but wants to be able to visit the sites to demo the equipment being proposed.

County Manager Cummings said that he appreciates the due diligence as this is an important upgrade and we must select the best bidder. He said he thinks that it is a good idea to take a few more weeks.

Chair May wanted to make sure that we are not just looking at cost, but also looking at the long-term solution for the technology.

PLANNING MATTERS

Board Updated on Proposed Text Amendment to Land Development Code

Planning Director Barry Baker said that the purpose of this item was to update Commissioners on a possible change to the Unified Development Ordinance (UDO) and to answer any questions they may have. He provided the following background information. 3

The Granville County Planning Board has directed Planning staff to craft an amendment to the Land Development Code that would increase the minimum lot size in a rural cluster subdivision to 40,000 square feet, require a minimum of 85 feet of road frontage per lot, and change the setbacks for the proposed cluster subdivisions.

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Prior to 2007, the minimum lot size for conventional subdivisions was 40,000 square feet which could facilitate on-site wells and septic systems. The cluster subdivisions that have been approved in recent years have generally had lots as low as 30,000 square feet which has led to some of the subdivisions creating community well systems. These well systems may create some challenges and have some benefits, but staff believes that limiting the construction of additional community well systems for the time being and observing the ones under construction may improve our understanding of those costs and benefits. It is believed that the 40,000 square foot lot minimum will reduce the need for community well systems while preserving the positive development impacts of cluster/conservation subdivisions such as open space preservation, water quality improvement in the Falls Lake watershed, sensitive land preservation, and farmland preservation. It should be noted, however, that developers may still request community well system permits from the state regardless of what local lot size limitations exist.

Mr. Baker referenced attachments/illustrations from the county's Comprehensive Land Use Plan of the Creedmoor and Wilton East Concept that were identified during the comprehensive planning process. He said that it is anticipated that the amendment will go to the Planning Board next week to ask the Planning Director to sign an amendment, and it would then be scheduled for a public hearing in September, and likely be before the Board in October.

Commissioner Gooch inquired about the number of approved community well systems. Mr. Baker confirmed that only three, possibly four, subdivisions with community wells have been approved that were identified during the preliminary plat process.

Commissioner Gooch inquired about the status of the process and approval of preliminary plats. Mr. Baker confirmed that the preliminary plats have been approved, and those in the Falls Lake watershed are awaiting stormwater plan approval. Some of the plats may begin grading and land preparation in the next 6 to 9 months.

Commissioner Gooch inquired about the progress of the permit and process with the state for community wells. Mr. Baker stated that he did not have that information yet as they have not yet received final plat approval.

Commissioner Karan asked Mr. Baker if the change would affect the cluster/conservation subdivision practice. Mr. Baker said he thinks it will continue, citing two recent subdivisions, and specifically mentioning Ironwood phase three. He explained that the benefit of this practice is open space preservation and that 30% of a tract is left for that purpose, which the commissioners have approved.

Commissioner Karan noted that this month's county quarterly from the NCACC highlighted that Buncombe County invested $40 million through a bond to solve their shortage in housing and affordability, adding that Orange County had invested through a bond in 2016 that had set the bar quickly at $5,000,000. Investments are being made by our county cohorts to try and stave off some of the unaffordability of homes while the price is skyrocketing, but he said that he knows when the county does its tax revaluation it will cause a bunch of heartburn for a lot of people, including himself. He said that with population growth and urban sprawl, he would not like to get away from a cluster/conservation subdivision.

Mr. Baker mentioned that the County has made significant progress in implementing the Comprehensive Land Use Plan that was adopted in late 2018. He explained that the plan includes open space and buffer standards along state roads to maintain the benefits of a cluster/conservation subdivision. Mr. Baker noted that the plan was developed with extensive public outreach and input.

Chair May inquired about the regulation of community wells in the county. Mr. Baker explained that the Planning Department does not regulate this area and that the responsibility falls on the State, with support from the County Health Department.

Discussion ensued about the county's regulatory authority over community wells and the limitations they face in preventing developers from placing community wells in Granville County.

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It was mentioned that there is a need for a legislative fix to address this issue and the possibility of working with legislators to find a solution. Board members touched on the topic of regulating the use of blasting agents in development and mentioned ongoing discussions and reviews on this matter. They emphasized the importance of balancing the needs of residents with limited government resources and the responsibility that comes with living in certain areas. Board members also acknowledged the concerns of citizens and assured them that the county is committed to addressing these issues and finding appropriate solutions.

Board Approved the Memorandum of Understanding with Granville County Public Schools Supporting Additional School Resource Officers

County Manager Drew Cummings proposed approving a Memorandum of Understanding with Granville County Public Schools (GCPS) to have a School Resource Officer (SRO) in each GCPS school. He said that funding is a challenge, but a joint resolution by both boards could help secure some state funds. The MOU was approved by the school board earlier the same evening.

Mr. Cummings mentioned the need for updated legal agreements regarding School Resource Officers (SROs) but did not want the process to delay a simple MOU expressing a mutual desire for an SRO in each school. The MOU was drafted by the school board's attorney, Ms. Eva DuBuisson, and has been agreeable to all parties involved.

Chair May said that we are hopeful that through an MOU such as this, we will be able to obtain the funding under the Safe Schools Act, along with other grants available through the Justice Department, to be able to place an SRO at every school and work with local jurisdictions along with the Sheriff's Department to place the right SRO at the right school.

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Jimmy Gooch, and unanimously carried, 5-0, the Board approved the following Memorandum of Understanding with Granville County Public Schools that states the mutual goal of having a School Resource Officer (SRO) in each traditional public school in Granville County:

MEMORANDUM OF UNDERSTANDING
REGARDING
SCHOOL RESOURCE OFFICERS

The GRANVILLE COUNTY BOARD OF EDUCATION ("BOARD") and GRANVILLE COUNTY ("COUNTY") hereby agree to the Memorandum of Understanding setting forth the parties' commitment to cooperating in the provision of additional School Resource Officers for Granville County Public Schools:

WHEREAS, the Parties mutually recognize the potential outstanding benefits to the citizens of Granville County, North Carolina, and particularly to the students of the public school system of Granville County, North Carolina, of assigning law enforcement officers to provide security services in the public schools in Granville County, North Carolina; and

WHEREAS, the Parties agree that it would be in the best interest of the County and its public schools to have a school resource officer assigned to each of the 15 traditional public schools within the Granville County Public Schools; and

WHEREAS, the Parties agree that such resource officers may be employed by the Granville County Sheriff's Office or, where possible, any municipal law enforcement agency in whose jurisdiction a particular school falls;

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, the Board and the Agencies do hereby agree as follows:

1. The County and Board of Education agree to seek grant funding from the State of North Carolina and other available sources to fund up to seven (7) additional SRO positions, with the goal of providing a dedicated SRO for each school campus within the Granville County Public Schools.

2. The Superintendent and County Manager or their designees will communicate in advance of submitting any application for additional SRO funding, and each party will promptly notify the other of any grants received or funding opportunities available for additional resource officer positions.

DRAFT

3. The Parties agree to enter into specific funding agreements with local law enforcement agencies for the employment of up to seven additional resource officers should funding be secured.

County Manager's Report

County Manager Cummings updated the Board on a meeting held on this date with representatives from CertainTeed that involved County staff, representatives from the Granville-Vance Public Health Department, and City of Oxford staff. CertainTeed's draft air quality permit was discussed. The new plant being built off Industry Drive has the potential to emit hazardous compounds, so they asked DEQ (Division of Environmental Quality) to extend the public comment period. They met with them for about an hour and a half and asked questions regarding permits and the correct procedures in place. County Manager Cummings said that they learned a lot, especially about the historical practices of meeting with, for example, Granville County Emergency Management and the City of Oxford Fire Department, to make sure that emergency planning is in place. Chair May thanked Mr. Cummings for his due diligence and expressed trust in his handling of the matter.

COUNTY ATTORNEY'S REPORT

Board Approved Request from Granville Health System to Purchase of 101B Professional Park Drive, Oxford and Granville County Hold Title to the Property

County Attorney Wrenn said that this matter is regarding the Granville Health System (GHS) purchase of 101B Professional Park Drive in Oxford. He mentioned that the GHS Interim CEO Adam McConnell was in attendance. County Attorney Wrenn provided the following background information. This matter pertained to the downstairs unit of 101 Professional Park Drive as last year the upstairs unit was purchased. The upstairs unit is a condominium so by buying this we will be able to combine the 2 units and could choose to do away with the condominium structure. The purchase price for the property is $925,000 to be paid all with internally generated Granville Health System funds. GHS is not asking for financial support; however, real property owned by the GHS is to be titled in the name of the county. GHS asked that the county agree to accept and hold the title to the real property. The unit is 5466 square feet and owned by Motts Ridge LLC of Raleigh.

County Attorney Wrenn recommended that the Board approve holding the title to 101B Professional Park Drive and noted that GHS has already approved the acquisition subject to the Board's approval.

Motioned by Commissioner Jimmy Gooch, second by Commissioner Tony W. Cozart, and unanimously carried, 5-0, the Board approved the request from Granville Health System to purchase the property at 101B Professional Park Drive, Oxford consisting of a 5,466 square feet condominium space from Monts Ridge, LLC at the cost of $925,000 using existing Granville Health System funding and approved Granville County to hold title to the property.

Commissioner Karan commented that Granville Health System is a four-star hospital under CMS guidelines for Overall Quality Ratings and has done outstanding work.

Chair May commented that three new Granville County ambulance units have arrived.

COUNTY ATTORNEY'S REPORT

County Attorney Wrenn said that he has one economic development matter for closed session privilege pursuant to North Carolina General Statute §143-318.11(a)(4).

BOARD PRESENTATIONS

Commissioner Hinman reported that she recently attended the NACo conference in Austin where she met many commissioners, and she also attended the DSS conference in Hickory. She

DRAFT

mentioned the pending Medicaid expansion program and expressed concerns about the changes it will bring to DSS (Department of Social Services) workers.

Chair May predicted a significant impact on Child Protective Services and Vaya. County Manager Cummings said that he had tasked Interim Director Dana Mustain-Lyles with preparing a memo outlining the department's preparations for the new responsibility and that the county office will review the DSS plans.

Commissioner Cozart expressed his agreement with Commissioner Hinman's concerns about the pending Medicaid expansion and its likely effects on the staff at DSS.

Board Approved Purchase of Sign for Toler-Oak Hill Community

Commissioner Cozart stated that Commissioner Jay had requested a recommendation to purchase a sign for the Toler-Oak Hill Community's 200-year celebration for a maximum of $600.

Motioned by Commissioner Sue Hinman, seconded by Commissioner Jimmy Gooch, and unanimously carried, 5-0, the Board approved the purchase of a sign for the Toler-Oak Hill Community commemorating its 200th anniversary for an amount not to exceed $600 from the commissioners' discretionary fund.

Board Presentations Continue

Commissioner Cozart noted that Commissioner Karan previously mentioned the successes of the Granville Health System, and he added that the hospital going from a two- to a four-star CMS rating did not happen by chance. He commended Interim CEO Adam McConnell and the hospital staff for their work.

Commissioner Karan asked Emergency Services Director Jason Reavis about the next Fire Commission meeting. Mr. Reavis informed him that the meeting is on Tuesday, August 8th at 6:00 p.m., noting that this is a special called meeting and that the Fire Commission meetings are held quarterly. Commissioner Karan mentioned concerns expressed regarding equitable fire tax distribution for Brassfield and urged citizens to voice their opinions at the Fire Commission meeting.

Chair May said that the Fire Commission has been in place for a year and has focused on contracts, operational budgets, and placing a firefighter on every fire truck in the county volunteer departments. They exhausted the $1.8 million in funding, with $1.2 million going to operational funding for 12 volunteer fire departments and two full-time departments. They are now looking at equitable funding and going through the current budget. The Fire Commission hopes to address the matter next year with ample funding to include everyone on a fire truck. The amount of operational funding has increased per fire department, and the Board hopes that the Fire Commission brings recommendations for equitable funding.

ANY OTHER MATTERS

No further matters were reported.

CLOSED SESSION

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, 5-0, the Board went into closed session as allowed by N.C.G.S. 143-318.11(a)(4) for an economic development matter.

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RETURN TO OPEN SESSION

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Jimmy Gooch, and unanimously carried, 5-0, the Board returned to open session.

ADJOURNMENT

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Jimmy Gooch, and unanimously carried, 5-0, the Board adjourned at 10:49 p.m.

Respectfully submitted,
Debra A. Weary, NCMCC, CMC
Clerk to the Board

ATTEST:

_____
Russ May, Chair

DRAFT

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Korena Weichel, Deputy County Manager
Department:	Administration
Date:	November 6, 2023
Title:	**Resolution to Adopt Granville County Personal Property Disposition Policy**

PURPOSE:
To approve a Resolution to Adopt the Granville County Personal Property Disposition Policy.

BACKGROUND:
The Granville County Surplus Property Disposition Policy outlines the guidelines, procedures, and responsibilities for the proper disposal of surplus personal property. The policy helps to ensure that unused or excess property is managed in a manner that complies with all state statutes and maximizes value by consideration of its potential for reuse, condition, and market value.

The policy authorizes the county manager to deem property that is not a vehicle (as defined by NCGS §20-4.01) and which is valued at less than $5,000 (as determined in accordance with the policy and as allowed by NCGS §153A-176 & §160A-266) as surplus. Sales of property valued at $5,000 or less and that is not a vehicle (as defined by NCGS §20-4.01) are to be listed and advertised for public auction on GovDeals or similar venue for the sale and disposition of government property ("Public Listing Venue").

To assist departments when requesting surplus status and provide a comprehensive record of the property being surplused, a "Notice of Surplus Property Form" is also included as Addendum A to the policy.

RECOMMENDATION:
County administration recommends approving the Resolution to Adopt the Granville County Personal Property Disposition Policy effective upon adoption.

ATTACHMENTS:
Resolution to Adopt Granville County Personal Property Disposition Policy

ACTION TAKEN:

Resolution to Adopt the Granville County Personal Property Disposition Policy

Whereas, Granville County owns personal property that may be deemed surplus to the operation of government due to age, condition, or obsolescence; and

Whereas, Granville County wishes to establish and maintain a personal property disposition program as allowed by Article 8 of Chapter 153A of the North Carolina General Statutes ("NCGS"), Article 12 of Chapter 160A of the NCGS, and other applicable law; and

Whereas, Granville County wishes to adopt a policy that outlines the necessary steps to dispose of personal property owned by Granville County that, due to condition, obsolescence, or other factors, that has been deemed surplus by the County in accordance with said policy; and

Whereas, the Granville County Board of Commissioners (the "Board") elects to delegate certain authorities to the county manager as herein set forth.

Therefore, the Board hereby resolves that:

1. The Granville County Personal Property Disposition Policy (the "Disposition Policy") attached hereto as **Exhibit A** is hereby adopted by the Board effective as of the date of adoption of this resolution.
2. The county manager is authorized to deem personal property as surplus and dispose of any such surplus personal property owned by Granville County in accordance with said Disposition Policy.
3. This Resolution and corresponding Disposition Policy are enacted pursuant to the provisions of Article 8 of Chapter 153A of the NCGS, Article 12 of Chapter 160A of the NCGS, and other applicable law.
4. This Resolution shall be effective upon adoption and shall only be modified upon a further resolution of the Board.

Adopted this the ____ day of _____, 20___.

_____
Russ May, Chairman
Granville County Board of Commissioners

ATTEST

_____
Debra Weary, Clerk to the Board

EXHIBIT "A"

Granville County Personal Property Disposition Policy

I. DISPOSAL OF PROPERTY

This policy[1] outlines the necessary steps to dispose of personal property owned by Granville County that, due to condition, obsolescence, or other factors, has been deemed surplus by the County in accordance with this policy. Items may be declared surplus once they become unusable or unnecessary for the functioning of county governmental operations. County department directors will send requests to the county manager for property to be deemed surplus utilizing the Notice of Surplus Property Form **(Addendum A).**

County employees wishing to obtain surplus property shall only do so by bidding on items through a public auction forum and/or following the same process available to the general public as set forth herein.

II. DETERMINATION OF VALUE

The Board of Commissioners designates each department director to provide to the county manager a fair and reasonable valuation of any property recommended to be deemed surplus. Department directors shall provide an explanation and justification on the Notice of Surplus Property Form of the estimated value of the property being recommended as surplus.

III. PROPERTY VALUED AT $5,000 OR LESS AND NOT A VEHICLE

This policy and corresponding resolution of the Granville County Board of Commissioners adopted on Month xx, 2023 ("Resolution"), authorizes the county manager to deem property that is not a vehicle (as defined by NCGS §20-4.01) and which is valued at less than $5,000 (as determined in accordance with this policy and as allowed by NCGS §153A-176 & §160A-266) as surplus. The county manager may dispose of any such surplus personal property in accordance with this policy and corresponding Resolution. Sales of property valued at $5,000 or less and that is not a vehicle (as defined by NCGS §20-4.01) are to be listed and advertised for public auction on GovDeals or similar venue for the sale and disposition of government property ("Public Listing Venue").

Sales made in accordance with this Section III and the adopted Resolution may be done with or without published notice or any minimum waiting period and may be done without further approval from the Board of Commissioners. Sales may be advertised to the public via the county website and/or social media or any other method deemed necessary.

If the county manager approves and authorizes the department's recommendation that certain property is ready to be deemed surplus, is valued at less than $5,000, and is not a vehicle (as defined by NCGS §20-4.01), follow the process outlined below.

STEP 1: ***If the property is damaged to the point of being unrepairable or inoperable, reasonably considered to be trash, or whose limited or de minimis value as determined by the county manager makes further handling, disposition, or attempt to sell makes it impractical***, the item may be disposed of at a Granville County solid waste disposal site or in the alternative, the disposition of such property may be done in accordance with Step 6 of Article III below. The department will notify the county manager using the Notice of Surplus Property Form and make arrangements to dispose of the damaged equipment. The notification shall include a description of the property, storage location, the asset tag number (if applicable), and a photo of its condition. Once approved for surplus by the county manager, the item can be disposed as herein set forth. *If the property still retains value, skip to Step 2.*

[1] This policy does not apply to any property acquired by seizure, forfeiture, grant or otherwise, whose disposition is governed by other applicable law or agreement.

STEP 2: ***If the property still retains value***, it shall first be offered to other county departments to continue serving government operations. The department will notify the county manager that property is available for transfer using the Notice of Surplus Property Form. The notification shall include a description of the property, storage location, estimated value, the asset tag number (if applicable), and a photo showing its condition. The finance office will then notify all departments that an item is available for transfer. County departments will have 14 days to contact the finance office to request the property be transferred to their department. In making the request, the department director shall state intended use of the property. In the event multiple transfer requests are made by County departments, the county manager will determine the department to which to transfer the property. *If no requests are received within 14 days, proceed to Step 3.*

STEP 3: If the property has been offered to other county departments and has not been claimed, the county manager may declare the item as surplus. *Once the item is declared surplus by the county manager, proceed to Step 4.*

STEP 4: The finance department shall list the item for public auction on a Public Listing Venue or with prior written approval from the county manager, may list or sell the property by private sale or by any other means permitted under applicable law. Sales may remain active on the Public Listing Venue for 45 days and advertised to the public via the county website and social media or any other method deemed necessary. *If the item has not been sold after 45 days of advertising, proceed to Step 5.*

STEP 5: If the property remains unsold after 45 days on the Public Listing Venue, the property may be offered to an approved governmental unit or non-profit as allowed by and in accordance with NCGS §160A-280 after the Board of Commissioners approves a resolution with a detailed description of the property ready for surplus. Consideration of a resolution of this type requires public notice at least five days in advance of the meeting. The department shall ensure all necessary notice requirements are met. A sample resolution is available from UNC SOG or county administration. *If property remains unclaimed by governmental units or nonprofits, proceed to Step 6.*

STEP 6: If unclaimed after notification to eligible governmental units or non-profits, the county manager may now declare that the property does not hold any measurable value to Granville County or to the public and the county manager may in their discretion choose to distribute, donate, or dispose via a Granville County solid waste disposal site such property. The department will make arrangements to dispose of the valueless property. Through each step, the finance department will note the status on the Notice of Surplus Property Form.

IV. PROPERTY VALUED GREATER THAN $5,000 BUT LESS THAN $30,000, AND COUNTY-OWNED VEHICLES[2]

If the county manager approves and authorizes the department's recommendation that certain property is ready to be deemed surplus and the property is valued at more than $5,000 but less than $30,000 or is a county-owned vehicle (as defined by NCGS §20-4.01), follow the process outlined below.

STEP 1: The department will notify the county manager using the Notice of Surplus Property Form that there is property valued at greater than $5,000 but less than $30,000 or a county-owned vehicle that is no longer needed for government operations. The notification shall include a description of the property, storage location, estimated value, the asset tag number (if applicable), and a photo showing its condition. The property shall first be offered to other Granville County departments to continue serving government operations using the

[2] Vehicles acquired through and/or subject to any agreement with Enterprise Fleet Management will be disposed of according to North Carolina Statute and are excluded from the requirements of this disposition policy.

notification process outlined in Section III, Step 2 of this Policy. *If no requests are received within 14 days, proceed to Step 2 below.*

STEP 2: If the property is not claimed by another department, the finance department will notify the county manager and begin the disposal process by preparing an agenda item to be presented for the Board's approval. The Board may choose to sell the property at public auction via a Public Listing Venue or transfer it to an eligible governmental unit or non-profit as allowed by and in accordance with NCGS §160A-280. *If the property will be sold at public auction, proceed to Step 3. If the property will be transferred to an approved governmental unit or non-profit, proceed to Step 4.*

STEP 3: ***If a public auction has been approved by the Board***, the property shall be listed and active on a Public Listing Venue for 45 days and may advertised to the public via the county website and social media or any other method deemed necessary. The property shall be relisted on the Public Listing Venue every 45 days until it is sold. Pursuant to G.S. 160A-270(b) and for purposes of Section IV of this Policy, when it is proposed to sell personal property at public auction, the Board shall at a regular board meeting adopt a resolution or order authorizing an appropriate county official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the information reasonably necessary to identify the terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction. The notices required under Section IV for public auctions may be published solely by electronic means.

STEP 4: ***If the property will be transferred to a governmental unit or non-profit***, the Board must approve a resolution with a detailed description of the property ready for surplus. Consideration of a resolution of this type requires public notice at least five days in advance of the meeting. The department shall ensure all necessary notice requirements are met. A sample resolution is available from UNC SOG or county administration. Once the resolution has been approved, the finance department will proceed as described in the resolution of conveyance.

V. PROPERTY VALUED AT GREATER THAN $30,000

If the county manager approves and authorizes the department's recommendation that property valued at more than $30,000 is ready to be deemed surplus, follow the process outlined below.

STEP 1: The department will notify the county manager using the Notice of Surplus Property Form. The notification shall include a description of the property, storage location, estimated value, the asset tag number (if applicable), and a photo showing its condition. The property shall first be offered to other county departments to continue serving government operations using the notification process outlined in Section III, Step 2 of this Policy. *If no requests are received within 14 days, proceed to Step 2 below.*

STEP 2: If the property is not claimed by another department, the finance department will notify the county manager and begin the disposal process by preparing an agenda item to be presented for the Board's approval**.**

STEP 3: The property will be presented for surplus disposal to the Board of Commissioners who must authorize the sale in compliance with NCGS §160A, Article 12. The Board may elect to dispose of the item by advertisement for sealed bids (NCGS §160A-268), negotiated offer, advertisement, and upset bid (NCGS §160A-269), public auction (NCGS §160A-270), exchange of property (NCGS §160A-271), or lease or rental of property (NCGS §160A-272).

Addendum A

NOTICE OF SURPLUS PROPERTY FORM

Complete this form in its entirety and submit to the county manager with a copy also sent to the Internal Auditor and Finance Officer.

Group like property together on one form (ex, furniture, etc.). Use separate forms for dissimilar property.

Department _____ **Date** _____

Quantity	Property Description (For vehicles, include model year)	Physical Location	Asset Tag #, Serial #, Vin # (as applicable)	Estimated Value	Condition

Reason for Disposition (Select One):

_____ Inoperable/ Unrepairable

_____ Limited/de minimis value

_____ Cannibalized (used for parts)

_____ Damaged

_____ No Longer Needed

_____ Lost or Stolen*

* Attach an explanation if reporting property as lost or stolen. Any property reported as lost or stolen with an original cost exceeding $5,000 requires additional written justification for removal from inventory. Justification must include what actions have been taken to avoid future losses.

**Department's explanation and justification of estimated value (attach additional pages if necessary):

_____

_____

_____

Request to Transfer to County Department: _____

Insert primary photo in the space to the right or attach it and any additional photos to the notification email along with this form.

_____ _____

Name and Signature of Submitting Department Head Date

_____ _____

County Manager Signature (Authorizing Surplus) Date

FINANCE DEPARTMENT USE ONLY

Non-vehicle property with limited or de minimis value or no value due to damage, etc.

	Date surplus was authorized and submitting department notified to dispose of property.

Non-vehicle property valued at $5,000 or less.

	Date notification of available asset provided to other departments.
	Deadline date for county departments to respond (14 days).
	Enter department requesting property transfer (if applicable) and obtain signature below.
	If unclaimed, enter date listed for sale and notification provided to public information officer. Relist as appropriate and attach documentation of listing and results.
	If unsold after 45 days and property is to be offered to a local government or non-profit, enter date notification provided to department to prepare public notice and resolution of conveyance. A sample resolution is available from UNC SOG or county administration.
	If not offered to a local government or non-profit, obtain county manager's declaration signature below. Enter date notification provided to department.

Property Valued Greater than $5,000 but less than $30,000 and County-Owned Vehicles.

	Date notification of available asset provided to other departments.
	Deadline date for county departments to respond (14 days).
	Enter department requesting property transfer (if applicable) and obtain signature below.
	If unclaimed, prepare agenda item and enter date of Board approval to surplus.
	If public auction is authorized, enter date listed and notification provided to public information officer. Relist every 45 days until sold and attach documentation of listing and results.
	If transference to a governmental unit or non-profit, enter name of entity.

Property Valued at Greater than $30,000.

	Date notification of available asset provided to other County departments.
	Deadline for county departments to respond (14 days).
	Name of department requesting property transfer (if applicable). Obtain signature below.
	If unclaimed by another department, prepare agenda item and enter date of Board approval. Type of sale authorized _____.
	Enter date of sale. Sold to _____.

_____ _____
Name and Signature of Receiving Department Head (if applicable) Date

_____ _____
County Manager Signature (if applicable) Date
(Declaring that the property has no measurable value to Granville County or to the public)

_____ _____
Finance Officer Signature Date
(Certification that all County disposition procedures have been followed and the asset removed from the fixed asset list, if applicable. This form shall be retained with the fixed asset records.)

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Resolution to Reduce Salary of Elected Official – Register of Deeds**

PURPOSE:
To adopt a Resolution of Notice to Reduce Salary of Elected Official – Register of Deeds.

BACKGROUND:
Per North Carolina General Statute 153A-92, the Granville County Board of County Commissioners is charged with setting the salaries of elected, salaried department managers. During the year of a general election, the Board of County Commissioners may reduce the salary, allowances, and other compensation of an officer to be elected at the general election only in accordance with this statute. This resolution hereby gives notice of intention to make this change and does so within the 14-day notice period to allow the Board of Commissioners to reset the salary of a new Register of Deeds based on experience and also to reduce the filing fees. If the incumbent is reelected, the salary would be immediately reset at the current amount.

RECOMMENDATION:
County Manager recommends approval.

ATTACHMENTS:
Resolution

ACTION TAKEN:

Resolution Providing Notice to All Candidates for the Granville County Register of Deeds Position of Intent to Reduce Salary (G.S. 153A-192)

WHEREAS, pursuant to N.C. Gen. Stat. 153A-92, the Granville County Board of Commissioners ("Board") is charged with setting the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed;

WHEREAS, N.C. Gen. Stat. 153A-92 provides that during the year of a general election, the Board may reduce the salary, allowances, or other compensation of an officer to be elected at the general election only in accordance with said statute;

WHEREAS, the starting salary for the Register of Deeds official to be elected at the upcoming general election will be the minimum salary set forth in the Granville County Position Classification, which is currently $63,229.00;

WHEREAS, this resolution hereby gives notice of the Board's intention to make this change and does so no later than 14 days before the last day for filing notice of candidacy for said office.

NOW, THEREFORE, BE IT RESOLVED, by the Granville County Board of Commissioners that this Resolution may not be altered or amended until after the person elected Register of Deeds in the next general election takes office.

BE IT FURTHER RESOLVED, that the Granville County Board of Commissioners may adjust the starting salary of the candidate elected considering the years of service and performance in related experience of the person elected.

NOW, THEREFORE, BE IT RESOLVED, that the salary for the elected Register of Deeds of Granville County to take effect at the time the person takes office will be $63,229.00.

ADOPTED, this ____ day of November 2023.

GRANVILLE COUNTY

_____
Russell E. May, Chairman

ATTEST:

_____
Debra A. Weary, Clerk to the Board

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**KARTS Update**

PURPOSE:

To hear an update on KARTS (Kerr Area Transportation Authority).

BACKGROUND:

KARTS is a public, rural transportation system that serves Franklin, Granville, Vance, and Warren Counties providing scheduled/reserved rides that are convenient, safe, affordable, and dependable. Randy Cantor, Executive Director, will provide an update.

ACTION TAKEN:

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Charissa Puryear
Department:	Cooperative Extension
Date:	November 6, 2023
Title:	**Granville County Youth Leadership Council Annual Report and New Member Introduction**

PURPOSE:

To provide updates and introductions of the Granville County Youth Leadership Council.

BACKGROUND:

The Granville County Youth Leadership Council (GCYLC) is charged with supporting and providing a voice for Granville County's youth; contributing to the Granville County community through service, focusing on activities, education, and communication to and for Granville County youth; representing youth interests within county boards and committees; and providing feedback and information about youth needs and interests. The GCYLC would like to provide a 2023 Annual Report to the County Commissioners and also introduce the new members of the council.

ACTION TAKEN:

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Cooperative Extension
Department:	Charissa Puryear
Date:	November 6, 2023
Title:	**Cooperative Extension Presentation on Field Crops Program**

PURPOSE:

Field Crops Agent Mikayla Berryhill will update the Board on educational efforts across the county.

BACKGROUND:

The Field Crops Program is designed to support growers by providing educational opportunities and valuable information from NC State University and NC A & T University specialists. Ms. Berryhill will share her educational efforts with growers in the community, her work with drones and her research initiatives in the county through the Plant Sciences Initiative

ATTACHMENTS:

PowerPoint Presentation

NC COOPERATIVE EXTENSION

Field Crops Program in Granville County

Mikayla Berryhill

N.C. A&T STATE UNIVERSITY NC STATE UNIVERSITY

1



2

NC COOPERATIVE EXTENSION

Who cares?

Granville County is home to 27,303 acres of cropland, with 6,600 acres of soybeans, 3,700 acres of wheat, and 2,400 acres of corn, according to 2021 data. 3,468 acres of tobacco was harvested in 2017*. Crops made up $19,973,362 of cash receipts in 2021.

*Tobacco data is no longer being taken to protect producers' privacy due to the reduction of tobacco production.

N.C. A&T STATE UNIVERSITY NC STATE UNIVERSITY

3



4



5



6

NC COOPERATIVE EXTENSION

Grain Variety Selection Tool "Cheat Sheet"

USE THIS TO LOOK AT ONE SPECIFIC VARIETY

- Find all the data on the selection tool on one specific variety
- The company tech sheet can also be found here

USE THIS TO NARROW DOWN THE BEST VARIETIES FOR YOUR OPERATION

- Choose characteristics/criteria to find the best varieties for your farm
- Click "Select Data Field" and choose the characteristic, choose equal to, greater than, or less than, then type in or choose your criteria
- This will take you to a "Compare Varieties" page to look at all the varieties that meet your criteria
- EXAMPLE for Soybeans:
  1. Click 'Select Field Data'
  2. Choose 'Yield bu/A'
  3. Select the > or 'greater than' symbol
  4. Type 75 where the "?" is
  5. Click 'Search'

USE THIS WHEN YOU HAVE A LIST OF VARIETIES YOU WANT TO COMPARE

- Select multiple varieties to compare on one page WITHOUT selecting characteristics
- The best time to use this is when you have a list of varieties from your seed dealer (or multiple seed dealers) and want to see which performed the best

USE THIS TO SEE A SUMMARY OF OVT DATA

- "Quick and dirty" view of OVT data
- You can choose one of the "analytics" fields or choose your own "data fields"
- Quickest way to look at OVT data



7



8

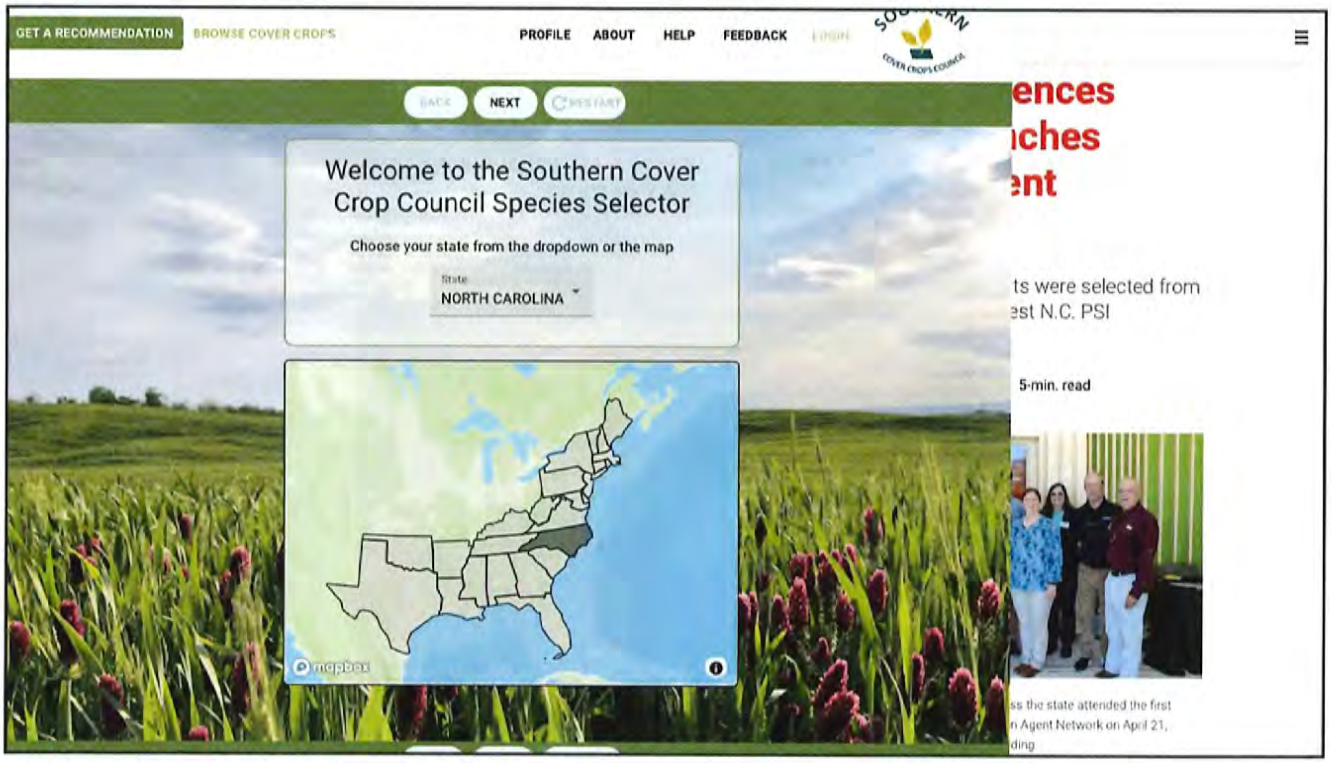
NC COOPERATIVE EXTENSION

What is the impact?

- 273 total attendees to group events
  - Satisfaction - 97% of attendees were satisfied with programming
  - Improving knowledge - 77% of attendees improved their knowledge
  - Changing practices - 53% of attendees planned to change their practices as a result of attending

N.C. A&T STATE UNIVERSITY NC STATE UNIVERSITY

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NC COOPERATIVE EXTENSION

Come and visit with us!



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11

NC COOPERATIVE EXTENSION

Questions?



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12

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Public Comments**

PURPOSE:

The Granville County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government.

Public comments are limited to 3 minutes.

ACTION TAKEN:

Granville County
Tax Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Jenny Griffin
Department:	Tax Administration
Date:	November 6, 2023
Title:	**Public Hearing on Proposed Schedules, Standards, and Rules**

PURPOSE:
North Carolina General Statute 105-317(c)(2b) requires that the Board of County Commissioners hold a public hearing at least seven days before adopting the final schedules, standards, and rules to receive comments from the public.

BACKGROUND:
On October 16, 2023, the County Assessor submitted the proposed schedules, standards, and rules to the Board of County Commissioners. Since the last meeting the proposed schedules, standards, and rules have been placed on the front counter at 141 Williamsboro St. and online for public inspection.

RECOMMENDATION:
Following the public hearing, the Tax Administrator recommends the Board consider approving the proposed schedules, standards, and rules at the next scheduled Board of Commissioners meeting.

ATTACHMENTS:
Public Hearing

ACTION TAKEN:

Notice of Public Hearing

NOTICE IS HEREBY GIVEN in compliance with the Machinery Act of North Carolina under G.S. 105-317 that the proposed schedules, standards, and rules to be used in appraising real property, for market and use value, in Granville County have been submitted to the Granville County Board of Commissioners and are available for public inspection in the Assessor's office at 141 Williamsboro St., Oxford NC.

A PUBLIC HEARING on the proposed schedules, standards, and rules will be held on Monday, November 6, 2023, at 7:00pm, during the commissioner's regular meeting, at the Granville County Expo and Convention Center, 4185 US Hwy 15 South, Oxford, NC.

Jennifer S. Griffin
Granville County Tax Administrator

Granville County
Economic Development
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Audrey Boone
Department:	Economic Development
Date:	November 6, 2023
Title:	**Public Hearing for Economic Development: Portman Industrial LLC**

PURPOSE:

The purpose of the public hearing is to hear the views of the public on the potential sale by Kerr-Tar Regional Economic Development Corporation ("KTREDC) of approximately 127.16 acres in Triangle North Granville Business Park to Portman Industrial, LLC.

BACKGROUND:

Granville County served a notice that a hearing would be held to obtain the views of the public on the proposed sale by KTREDC of 127.16 acres in Triangle North Granville Business Park, located off Tabbs Creek Road, to Portman Industrial, LLC. Granville County has an economic interest in the property pursuant to an Amended Development Agreement and deed of trust. The developer will construct on the site at least two separate buildings together comprising no less than nine hundred forty thousand square feet (940,000 square feet) in the aggregate for manufacturing, research and development, life sciences, warehouse, distribution, logistics, or similar purposes.

The purchase price of the site will be thirty-five thousand dollars ($35,000.00) per acre. The expected purchase price will be approximately $4,450,600. The net sales proceeds will be paid to Granville County pursuant to the Amended Development Agreement.

RECOMMENDATION:

Following the public hearing, the Economic Development Interim Director requests approval of the contract for the purchase of real property to Portman Industrial LLC, and that the County Manager and County Attorney be authorized to finalize an economic development agreement with the company with the County Manager to execute the agreement.

ATTACHMENTS:

Notice of Public Hearing
Draft Agreement

ACTION TAKEN:

GRANVILLE COUNTY
NOTICE OF PUBLIC HEARING

All interested persons please take notice that a public hearing will be held by the Granville County Board of Commissioners pursuant to North Carolina General Statute (N.C.G.S.) § 158-7.1(c) on November 6, 2023, at 7:00 p.m. or as soon thereafter as the matter may be heard. The meeting will be held at the Granville Convention & Expo Center, located at 4185 Highway 15, Oxford, NC 27565.

The purpose of the public hearing is to hear the views of the public on the potential sale by Kerr-Tar Regional Economic Development Corporation ("KTREDC"), pursuant to a Contract for the Purchase of Real Property (the "Contract"), of approximately 127.16 acres of land, as further defined below as the Site, which Site is currently owned by KTREDC and in which Granville County has an economic interest, to Portman Industrial, LLC or its permitted assign ("Portman"). Pursuant to the Contract, Portman would construct on the Site at least two separate buildings together comprising no less than Nine Hundred Forty Thousand square feet (940,000 sq. ft.) in the aggregate for manufacturing, research and development, life sciences, warehouse, distribution, logistics, or similar purposes (the "Project"). Subject to comments received at the public hearing, the Board of Commissioners intends to approve the sale.

Specific details of the proposed conveyance, as set forth in the proposed final version of the Contract negotiated by KTREDC and Portman, are as follows:

- The interest to be conveyed is fee simple ownership of an approximately 127.16-acre site consisting of two tracts (the "Site") to be subdivided from a larger 510.97-acre parcel owned by KTREDC (the "Property"). The Site is located off Tabbs Creek Road and is a portion of the Property, and the Site is located exclusively in Granville County. The total Property from which the Site is being subdivided consists of approximately 510.97 acres as described at Deed Book 1223, Page 131, Granville County Registry and Deed Book 1238, Page 841, Vance County Registry, and is located in Granville County and Vance County (the "Property"). The portion of the Property located in Granville County is also identified as Granville County Tax Map Number 193302865830 and the portion located in Vance County is known as Vance County Tax PIN numbers 0409 01038 and 0409 01001.

- The purchase price for the Site (the "Purchase Price") shall be $35,000.00 per acre, based on the total acreage of the Site as determined by a subdivision plat to be recorded subdividing the Site from the Property. Based on the estimated acreage of the Site, it is expected that the Purchase Price will be approximately $4,450,600.

- KTREDC will also grant Portman a right of first refusal (the "ROFR") in the portion of the Property not included in the Site (the "ROFR Property"). The ROFR provides that if KTREDC receives a written offer from a bona fide third party that is not an Exempt Industrial End User regarding a transfer of all or any portion of the ROFR Property (the "Subject Property") for speculative development and such offer is acceptable to KTREDC and the County, Portman shall have the right to purchase the Subject Property. "Exempt

Industrial End User" means a third-party Industrial End User that intends to (A) acquire the Subject Property for the development (either directly or through an affiliate or one or more third party contractors) of an Exempt Project, (B) receive a tax incentive from the State, the County, or applicable local municipality in connection with such development, and (C) directly operate such Exempt Project following completion. "Industrial End User" means an end user or occupier of commercial industrial space. "Exempt Project" means an industrial project to be built on a non-speculative basis, excluding projects to be used primarily for warehousing or distribution purposes. The ROFR will start on the Effective Date of the Contract and will continue until the first to occur of: (i) the termination date of the Contract, (ii) the date of any Exempt Transfer with respect to the Subject Property, (iii) a default beyond any applicable notice and cure period by Portman under any definitive agreement between KTREDC and Portman regarding the sale of Subject Property, or (iv) 540 days after the Effective Date of the Contract. Portman may extend the ROFR for up to two (2) periods of one (1) year each by depositing $100,000 earnest money for each extension, which would be applied to the Purchase Price at closing.

- Portman must commence vertical construction on one of the two tracts comprising the Site within twelve (12) months following closing (subject to Force Majeure). Portman must commence vertical construction on the second tract within twelve (12) months of completion of construction on the first tract (subject to Force Majeure). Vertical construction is deemed to have commenced upon the pouring of the foundation of the applicable structure. If Portman defaults in its obligation to commence vertical construction by the applicable deadlines, KTREDC's sole remedy will be an agreed upon amount of liquidated damages per day, subject to an overall cap. Upon reaching the cap, KTREDC may repurchase the Property for the Purchase Price (or a portion thereof based on acreage if less than all the Property).

- The Contract is contingent on Granville County providing Portman an economic development incentive on a reimbursement basis of $1,100,000 for site development at the Site.

- Portman may assign the Contract any entity which is owned in whole or in part by, or is directly or indirectly controlled by, managed by or under common control with, Portman (including, without limitation, one or more direct or indirect wholly-owned subsidiaries of Portman) without the consent of KTREDC or Granville County, provided that Portman shall remain liable for performance of all its obligations under the Contract and shall ratify such obligations in writing in the event of any such assignment.

- The Project shall be completed in a manner and using materials consistent with a first-class industrial project, which expressly excludes prefabricated metal buildings as a principal structure (provided, however, that ancillary prefabricated metal structures, such as guardhouses and sheds, shall be permitted).

- The following limitations shall apply to the Project:
    - Portman shall exclusively market, lease, or sell the Project to manufacturing, life

science, biotech, and/or product assembly end users until the date that is three (3) months following Portman's completion of the first phase of the Project;

- If no such end user is secured within the three (3) month period, Portman may market, sell, or lease the Project to any industrial user (including warehouse and distribution users);
- The amount of warehouse and distribution space will be limited to 400,000 square feet for the Project and to a total of 1,000,000 square feet for the Property; and
- No portion of the Project shall be used for Last Mile Uses without KTREDC and the County's prior consent. "Last Mile Uses" means the transportation of goods directly from a warehouse to the point of consumption.

Before approving the purchase, the Commissioners shall (1) determine the probable average hourly wage to be paid to workers by the type of businesses likely to be located at the Property and (2) the fair market value of the interest, subject to the repurchase option described above.

All interested citizens are invited and urged to attend.

Debra A. Weary, Clerk
Granville County Board of Commissioners

CONTRACT FOR THE PURCHASE OF REAL PROPERTY

Granville County, North Carolina

THIS CONTRACT FOR THE PURCHASE OF REAL PROPERTY (this "**Contract**") is made and entered into as of the _____ day of _____, 2023 (the "**Effective Date**"), by and among **KERR-TAR REGIONAL ECONOMIC DEVELOPMENT CORPORATION**, a North Carolina non-profit corporation ("**Seller**"), **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina (the "**County**"), and **PORTMAN INDUSTRIAL, LLC**, a Delaware limited liability company ("**Purchaser**"), and, for the limited purpose of acknowledging its obligations in this Contract, **STEWART TITLE GUARANTY COMPANY**, a Texas corporation **(**the "**Escrow Agent**").

STATEMENT OF PURPOSE

Seller holds fee simple title to certain real property consisting of approximately five hundred ten (510) acres, more or less, located in Salem Township, Granville County, North Carolina, located at 5612 Tabbs Creek Road (the "**Overall Property**").

Seller desires to sell to Purchaser, and Purchaser desires to acquire, a portion of the Overall Property consisting of approximately one hundred twenty-seven and 16/100 (127.16) gross acres, more or less, as depicted as Tract 1-B ("**Tract 1-B**") and Tract 1-C ("**Tract 1-C**") on the Subdivision Plat (as hereinafter defined), a preliminary draft of which is further shown on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Site**"), and the Property (defined below) pursuant to the terms and conditions hereof.

Purchaser intends to construct two or more separate commercial buildings on the Property to be used for the Intended Use (defined below) (collectively, the "**Project**"), which Purchaser envisions as of the Effective Date to be completed in two phases (each, a "**Phase**"), the first Phase consisting of one approximately 285,000 square feet building and the second Phase consisting of one approximately 659,000 square feet building. The Project shall be completed in a manner and using materials consistent with a first-class industrial project, which expressly excludes prefabricated metal buildings as a principal structure (provided, however, that ancillary prefabricated metal structures, such as guardhouses and sheds, shall be permitted) (the "**Construction Standard**"). The parties acknowledge that the Property is encumbered by that certain Declaration of Restrictive Covenants for Granville Business Park dated as of May 26, 2006, and recorded on May 30, 2006, at Deed Book 1150, Pages 159-166, Granville County Registry (the "**Existing Declaration**"), by Granville Park Partners, LLC (the "**Original Developer**"), as the "Declarant", which, among other things, restricts warehouse and distribution to ancillary uses of the Property and conflicts with the Intended Use of the Project. Accordingly, the parties agree to amend the Existing Declaration on the terms set forth in this Contract.

County is the underlying economic interest holder under the terms of that Amended Development Agreement dated July 31, 2007, by and between Kerr-Tar Regional Economic Development Corporation and the Original Developer pursuant to the terms of that Assignment and Assumption Agreement recorded at Deed Book 1412, Page 459, Granville County Registry

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under which the Original Developer's economic interest in the Overall Property was assigned to the County and which rights are secured by a deed of trust recorded at Deed Book 1223, Page 138, Granville County Registry (collectively, the "**Development Agreement**").

County consents to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE I
ACQUISITION OF PROPERTY

1.1 PROPERTY. On the terms set forth herein, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, the following:

a. the Site, an exact legal description of which shall be based on the Subdivision Plat;

b. the buildings, structures and other improvements located on the Site and all real property fixtures affixed thereto; and

c. all rights, privileges, hereditaments and easements appurtenant to the Site, including, without limitation, (i) all water rights, rights of way, roadways and roadbeds to the center line thereof, and utilities, facilities and other appurtenances used or to be used in connection with the Site, (ii) any and all prepaid acreage fees, impact fees, transportation credits, and similar credits, if any, applicable to the Site, (iii) all plans and specifications, permits and development approvals and entitlements applicable to the Site, and (iv) all beneficial easements and agreements related to the Site (collectively with the Site, the "**Property**").

1.2 PURCHASE PRICE. Subject to the adjustments and credits set forth in this Contract, the purchase price (the "**Purchase Price**") for the Property shall be the product of (a) Thirty-Five Thousand and No/100 Dollars ($35,000.00), multiplied by (b) the acreage of the Site as determined by the Subdivision Plat in accordance with Section 1.4(d)(iii).

1.3 EARNEST MONEY DEPOSIT. Within five (5) business days after the Effective Date, Purchaser shall deposit with the Escrow Agent an earnest money deposit in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) (such deposit, plus any accrued interest thereon, collectively, the "**Initial Earnest Money**"; the Initial Earnest Money, plus each deposited ROFR Extension Deposit, if any, and any accrued interest thereon, collectively, the "**Earnest Money**"). The Earnest Money shall be placed in an interest-bearing account and shall be applied to the Purchase Price at Closing and delivered to Seller, or shall otherwise be released pursuant to the provisions of this Contract.

1.4 EXAMINATION PERIOD.

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a. Examination Period. Purchaser shall have one hundred twenty (120) days from and after the Effective Date (such time period, the "**Initial Examination Period**"; the Initial Examination Period as may be extended from time to time in accordance with this Contract, the "**Examination Period**") to determine whether the Property is suitable and acceptable for Purchaser's intended development thereof in Purchaser's sole judgment and discretion. Notwithstanding the foregoing, if any discretionary Final Approvals remain outstanding (as determined by Purchaser in its reasonable discretion) by the expiration of the then-existing Examination Period, Purchaser shall have the right to extend the Examination Period for up to two (2) periods of sixty (60) days each by notifying Seller prior to the expiration of the then-existing Examination Period. If extended, the Examination Period shall thereafter be limited solely to obtaining all discretionary Final Approvals and Purchaser's termination right under Section 1.4(e) shall be limited to a failure to obtain all discretionary Final Approvals by the expiration of the Examination Period as extended. No additional deposit shall be required in connection with any extension exercise.

b. Inspections. From the Effective Date and thereafter as long as this Contract remains in effect, Purchaser, its authorized agents and employees, as well as others authorized by Purchaser (collectively with Purchaser, the "**Purchaser Parties**") have the right, at Purchaser's expense and discretion, to go upon the Property and make such surveying, environmental, architectural, engineering, topographical, geological, soil and other tests, borings, studies and measurements as Purchaser deems necessary or desirable to thoroughly review and examine the Property, provided, however, that Purchaser may not conduct a Phase II Environmental Site Assessment, soil borings, or any other invasive tests on the Property (except as necessary to complete any geotechnical study of the Property) unless recommended by a licensed environmental consultant following a Phase I Environmental Site Assessment of the Property. In such event, the scope of the Phase II Environmental Site Assessment and any other soil borings or invasive tests (except as necessary to complete any geotechnical study of the Property) must be mutually agreed by Purchaser and Seller. Purchaser shall indemnify and hold Seller harmless from any claims, losses, damages and liabilities resulting from the Purchaser Parties' entry onto the Property prior to Closing; *provided*, that Purchaser shall not be obligated to indemnify Seller from any claims, losses, damages or liabilities arising out of: (i) any act or omission of Seller, its agents, representatives, employees or consultants; (ii) due to the discovery by the Purchaser Parties of latent defects or other existing conditions on the Property; (iii) due to any diminution in value of the Property arising from or relating to matters discovered by the Purchaser Parties during their investigation of the Property; or (iv) due to the existence of any hazardous materials prior to such inspections which are merely discovered on or under the Property by the Purchaser Parties. Prior to such time as Purchaser or any of the Purchaser Parties enter the Property, Purchaser shall obtain policies of general liability insurance which insure Purchaser and Seller with liability insurance limits of not less than $1,000,000 combined single limit for personal injury and property damage, and name Seller as an additional insured. A certificate of insurance evidencing the foregoing coverage is attached hereto as **Schedule 1.4(b)**.

c. Existing Title and Property Information. Seller shall deliver to Purchaser copies of all existing title policies, abstracts and opinions regarding the Property, and all design drawings, specifications, sketches, surveys, studies, tests, plans, entitlements

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information and correspondence, cost estimates and analyses relating in any way to the Property (collectively, including any materials provided in connection with the remainder of this paragraph, the "**Property Due Diligence**") that are in Seller's possession or control, within three (3) days following the Effective Date, at no expense to Purchaser. Additionally, Seller will, during the Examination Period, authorize any third parties who have conducted environmental, engineering or other reviews, surveys, or studies regarding the Property to release any and all reports or other documents regarding the same to Purchaser. Purchaser is authorized to use the Property Due Diligence to Purchaser's benefit in developing the Property, without additional compensation to Seller.

d. Title and Survey Examination.

(i) Purchaser shall have until the expiration of the Initial Examination Period to examine title and the Survey and to give written notice to Seller of any objections which Purchaser may have. Seller shall have the right, but not the obligation, at its election, within five (5) days after receipt of written objections from Purchaser (such 5-day period being referred to herein as the "**Seller's Response Period**"), to provide Purchaser notice of its intent to cure any such objections at Seller's expense (such notice, "**Seller's Title Response**"); *provided, however*, all encumbrances that can be cured by payment of a sum certain (collectively, "**Mandatory Cure Items**") must be cured by Seller at or before Closing regardless of whether Purchaser objects thereto. In the event Seller refuses to cure or remove any of said Purchaser's objections, or fails to provide Seller's Title Response within Seller's Response Period (which such failure shall be deemed to be a Seller refusal to cure), then Purchaser shall have the option, which shall be exercised by written notice given to Seller, to terminate this Contract in accordance with the terms of Section 1.4(e) below, in which event the Earnest Money shall be delivered promptly to Purchaser. If Seller fails to discharge and, as applicable, release of record, all Mandatory Cure Items by Closing, such failure shall be a default of Seller, and Purchaser may, in its sole discretion, choose to either: (A) exercise its applicable remedies under Section 2.5(a) hereof; or (B) proceed to Closing and satisfy such Mandatory Cure Item from the proceeds payable to Seller at Closing. If Seller agrees in Seller's Title Response to cure any objection of Purchaser prior to Closing, and fails to do so, Seller shall be in default hereunder and Purchaser may either: (1) exercise its applicable remedies under Section 2.5(a) hereof; or (2) waive such objections and proceed toward Closing (provided that Purchaser may discharge any Mandatory Cure Item from the proceeds payable to Seller at Closing).

(ii) Purchaser may, at any time prior to Closing, notify Seller in writing of any objection to matters of title or the physical state of the Property first raised by the Title Company (hereafter defined) or the surveyor from and after the date of the initial issuance of Purchaser's title insurance commitment (the "**Commitment**") or initial issuance of the Survey, as applicable, or not otherwise actually known to Purchaser prior to the expiration of the Initial Examination Period (such notice, a "**Gap Notice**"). If Purchaser provides a Gap Notice to Seller, Seller and Purchaser shall have the same rights and obligations with respect to such notice and objections

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as apply to the initial notice of objections given by Purchaser pursuant to the terms of Section 1.4(d)(i), and the Closing shall be extended, if necessary, to permit the parties to exercise their respective rights as provided herein (provided, however, if any applicable title or survey matter is the result of a Seller default hereunder, Purchaser shall have all applicable rights and remedies available to it under Section 1.4(d)(i) and Section 2.5(a) hereof) (except if Purchaser terminates this Contract in connection with its exercise of such remedies, all Earnest Money shall be delivered promptly to Purchaser).

(iii) Purchaser shall have prepared, at Purchaser's expense, an ALTA survey of the Property (the "**Survey**") by a surveyor registered in the State of North Carolina. Upon receipt of the Survey, Purchaser shall forward a copy of the Survey to Seller. Seller and Purchaser shall work together in good faith to agree as to the final configuration and acreage of the Site as shown on the Subdivision Plat. Once the parties have reached such agreement, the computation of acreage of, and description of the boundaries of, the Site set forth in the Subdivision Plat shall be definitive, in the absence of manifest error. Prior to the end of the Initial Examination Period, Seller and Purchaser shall in good faith execute an amendment to this Contract updating **Exhibit A** hereof to reflect a platted legal description of the Site based upon the Subdivision Plat and confirming the Purchase Price using the computation set forth in Section 1.2. The legal description of the Site to be conveyed by the Warranty Deed (as hereinafter defined) shall be the platted legal description of the Site based upon the Subdivision Plat.

(iv) Purchaser and Seller shall use commercially reasonable efforts to agree upon the form and substance of an amendment to the Existing Declaration prior to the expiration of the Initial Examination Period (the "**Declaration Amendment**"), which shall provide, among other things:

(A) that, unless otherwise approved by the Seller (such approval not to be unreasonably withheld, conditioned or delayed), Purchaser shall exclusively market, lease, and/or sell the Project to manufacturing, life science, biotech, and/or product assembly end users until the date that is three (3) months following Purchaser's receipt of a certificate of occupancy or temporary certificate of occupancy (such certificate, a "**Completion Certificate**") for the improvements that constitute the first Phase of the Project (such period, the "**Distribution Restriction Period**");

(B) if, by the end of the Distribution Restriction Period, no such end user is secured for the Project or applicable portion thereof (or such end user does not ultimately acquire such Project), thereafter, Purchaser shall be permitted, without further approval of Seller or the County, to market, sell, and/or lease the Project or portion thereof to any Industrial End User, including Industrial End Users who intend to use the Project or portion thereof primarily or exclusively for warehouse and distribution purposes;

(C) subject to the Distribution Restriction Period, the Project shall be limited to 1,000,000 square feet of warehouse and/or distribution

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space in the aggregate as a primary use and the first Phase of the Project shall be limited to 400,000 square feet of warehouse and/or distribution space as a primary use (for the avoidance of doubt, any ancillary warehouse and/or distribution space shall not count toward the foregoing caps);

(D) that, unless otherwise approved by the Seller, no portion of the Project shall be marketed, leased and/or sold for Last Mile Uses. "**Last Mile Uses**" means the transportation of goods directly from a warehouse to the point of consumption; and

(E) for the establishment of an owner's association that will, among other things, collect monies from owners of land encumbered by the Existing Declaration necessary to pay for fire protection services, and remit such monies to the applicable fire protection services provider or governmental authority.

Subject to the foregoing, Seller shall have the sole right and discretion to finalize the Declaration Amendment and to record it at or before Closing.

(v) Purchaser and Seller shall use commercially reasonable efforts to agree upon (A) the location of a 60-foot-wide non-exclusive access easement for the benefit of Seller over a portion of Tract 1-B and (B) the form and substance of the associated access easement agreement (collectively, the "**Access Easement**"), in each case, prior to the expiration of the Initial Examination Period. So long as Seller complies with the foregoing covenant and the easement remains in substantially in the location depicted on **Exhibit F** attached hereto or other mutually agreeable location, the execution and recordation of the Access Easement shall be a condition precedent to Closing in favor of Seller. If the foregoing condition is not satisfied or waived by Seller on or before the Closing Date, then Seller, at its option, may terminate this Contract by giving written notice to Purchaser, whereupon the Escrow Agent shall immediately deliver the Earnest Money to Purchaser.

e. Termination. Subject to Section 1.4(a) above, should Purchaser determine the Property to be not suitable within the Examination Period, for any reason or no reason, Purchaser shall notify Seller of such determination on or before the last day of the Examination Period, at which time this Contract shall terminate and become null and void and of no further force and effect, and the Earnest Money tendered pursuant to Section 1.3 hereof shall be returned to Purchaser within three (3) business days of such termination.

1.5 SITE PLAN AND GOVERNMENTAL APPROVALS.

a. Purchaser's obligations hereunder are expressly contingent on the Property having been Finally Approved (as hereinafter defined) so as to permit construction of at least two separate buildings together comprising no less than Nine Hundred Forty Thousand square feet (940,000 sq. ft.) in the aggregate of space for warehouse, distribution, logistics, manufacturing, research and development, life sciences or similar industrial or logistics purposes (the "**Intended Use**"). As used herein, "**Finally Approved**" shall mean that all subdivision, zoning, site plan, variance and other governmental approvals and

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permits (collectively, the "**Final Approvals**"), permitting the Property to be developed and used for the Intended Use, have been received, that no amendments or conditions thereto not consented to by Purchaser have been made, and that all appeals or challenges thereto have been finally resolved in favor of Purchaser (or the period for filing any such appeals or challenges has expired without any such appeals or challenges having been filed). Purchaser is authorized at Purchaser's expense, to apply for the Final Approvals. Seller agrees to sign and join in all such applications, consents and authorizations as may be necessary, helpful or otherwise to fully accommodate Purchaser's attempt to obtain the Final Approvals, at no cost to Seller, but only with respect to administrative matters to which the Purchaser would be entitled in the owner of the Property. For the avoidance of doubt, nothing herein shall require the Seller to seek or approve any Final Approval which requires a legislative action or quasi-judicial determination. If, at any time after Purchaser has applied for all of the Final Approvals, Purchaser determines in its reasonable discretion that (i) all of the Final Approvals will not be granted, or (ii) as a condition to the issuance of the Final Approvals, Purchaser must make agreements or commitments that, in Purchaser's reasonable discretion, might result in a material adverse impact on the development of the Property for the Intended Use, then Purchaser may terminate this Contract by giving written notice to Seller whereupon the Escrow Agent shall immediately deliver the Earnest Money to Purchaser, and this Contract shall terminate and be of no further force and effect (except for the indemnification provisions of Sections 1.4(b) and 1.6).

b. Prior to the expiration of the Initial Examination Period, Seller shall, at Seller's cost and expense, separately divide the Site from the remainder of the Overall Property by recording a subdivision plat (the "**Subdivision Plat**") in compliance with applicable laws, such that the property that comprises the Site consists of two (2) separate subdivided tracts or parcels of land substantially similar to "Tract 1-B" and "Tract 1-C" noted on **Exhibit A**, each of which may be accessed by the roadway shown on **Exhibit A** as Triangle North Drive (the "**Common Roadway**"). For the avoidance of doubt, the Common Roadway is not a part of the Site or the Property. Seller will cooperate in good faith with Purchaser to secure any easements necessary for the Intended Use. Purchaser acknowledges that the Subdivision Plat may create, as an appurtenance to the parcels of land identified as Granville County tax parcel number 193303349560 and Granville County tax parcel number 193303448686 (collectively, the "**Adjacent Parcels**"), an easement for ingress and egress over and across the Site for the purpose of providing access from the Common Roadway to the Adjacent Parcels. Purchaser shall be afforded a right to review and approve the Subdivision Plat, including all supplements or amendments, if any, sufficiently in advance of recordation in the Granville County Registry to allow Purchaser to provide comments that might require modifications thereon.

c. Between the Effective Date and Closing (or the earlier termination of this Contract), Purchaser shall be permitted to market the Project for lease to build-to-suit tenants, end users and occupiers of commercial industrial space (each, an "**Industrial End User**") in accordance with the marketing guidelines attached hereto as **Exhibit D** (the "**Marketing Guidelines**") and subject to the applicable use and marketing restrictions described in Section 1.4(d)(iv). The foregoing may include the installation, maintenance

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and replacement of signage on the Property provided the location and content thereof is mutually determined by and agreeable to Purchaser, Seller, and the County.

d. Within (i) twelve (12) months following Closing, which may be extended due to a Force Majeure Event (as hereinafter defined), Purchaser shall commence vertical construction of a portion of the Project on either Tract 1-B or Tract 1-C and thereafter diligently pursue such construction to Substantial Completion as defined in **Schedule 1.5** consistent with the Construction Standard, and (ii) twelve (12) months following the completion of such portion of the Project located on Tract 1-B or Tract 1-C, as applicable, which may be extended due to a Force Majeure Event, Purchaser shall commence vertical construction of the other portion of the Project located on Tract 1-B or Tract 1-C, as applicable, and thereafter diligently pursue such construction to Substantial Completion as defined in **Schedule 1.5** consistent with the Construction Standard. Vertical construction shall be deemed to commence upon the pouring of the foundation of the applicable structure.

1.6 REAL ESTATE COMMISSION. Seller is solely responsible for paying, at Closing, brokerage fees earned by Lee & Associates | Raleigh-Durham ("**Seller's Broker**") and Jones Lang LaSalle ("**Purchaser's Broker**", and together with Seller's Broker, the "**Brokers**") upon the consummation of the sale of the Property, and any other fees or costs owed to the Brokers pursuant to any agreement between Seller or Purchaser and the Brokers. Seller and Purchaser each represent and warrant to the other that no broker, dealer, salesman or finder, other than the Brokers, has been retained by it or otherwise involved by it in this transaction. Seller and Purchaser hereby agree to indemnify and hold harmless the other against any loss, costs, claims or demands arising out of the breach of the foregoing representation by the indemnifying party. This provision shall survive Closing.

1.7 CONDITIONS TO PURCHASER'S OBLIGATIONS. In addition to the other conditions set forth herein, the obligations and liabilities of Purchaser hereunder shall in all respects be conditioned upon the satisfaction of the conditions listed below at time of Closing, any of which may be waived by written notice from Purchaser to Seller:

a. Purchaser has determined that marketable fee title to the Property is insurable at regular rates and has obtained the Commitment from a reputable title insurance company selected by Purchaser (the "**Title Company**") and, assuming proper application has been made thereto and all premiums have been paid, the Title Company will issue at Closing such policy of insurance to Purchaser without exception for Mandatory Cure Items, matters of survey or any encumbrance or other matter (including rights of tenants in possession) except for title exceptions to which Purchaser has not objected (or to which Purchaser's objections are deemed waived pursuant to Sections 1.4(c)(i) and 1.4(c)(ii) hereof) (the "**Permitted Exceptions**");

b. no material adverse change has occurred since the last day of the Initial Examination Period with respect to the availability of utilities necessary to service the Property and no governmental, judicial or administrative moratorium or service restriction exists to restrict Purchaser from developing the Property in accordance with the Final Approvals;

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c. no activity has materially adversely affected Site geology and hydrology since the last day of the Initial Examination Period;

d. the Site has experienced no material adverse environmental impact since the last day of the Initial Examination Period;

e. Seller has terminated each lease and service contract applicable to the Property, if any (and paid in full any fees in connection therewith), including, without limitation, the Existing Contracts and Leases (defined below), if any;

f. all representations and warranties of Seller as set forth in this Contract shall be true, correct and complete in all material respects as of the date of Closing;

g. receipt of the Final Approvals for the Project;

h. Seller has recorded the Subdivision Plat in the Granville County Registry;

i. Seller has caused water and sewer utility lines and facilities to be designed for construction to a boundary line of the Site in size and quantity sufficient for the Intended Use, subject to Purchaser's prior review and approval, with such facilities to be permitted, constructed and installed (in a final, completed state) on or before a mutually agreed time after Closing;

j. Seller has caused electric and gas utility lines and facilities to be designed by the applicable utility companies, if and to the extent not so existing as of the Effective Date, for construction to a boundary line of the Site in size and quantity sufficient for the Intended Use, with such facilities to be permitted, constructed and installed (in a final, completed state) at the expense of the applicable utility companies. In no event shall Seller be required to expend its own funds to meet the condition set forth in the immediately preceding sentence; and

k. Purchaser shall have entered into an agreement (in form and substance reasonably acceptable to Purchaser) with the County pursuant to which the County agrees to make available to Purchaser economic development incentives of at least $1,100,000 to offset costs incurred by Purchaser to prepare the Site for industrial use.

If any of the conditions set forth above are not satisfied or waived by Purchaser on or before the Outside Closing Date (as hereinafter defined), then Purchaser, at its option, may terminate this Contract by giving written notice to Seller, whereupon the Escrow Agent shall immediately deliver the Earnest Money to Purchaser. However, nothing set forth in this Section 1.7 shall be construed, nor is anything herein intended, to limit rights and remedies of Purchaser under Section 2.5(a) or otherwise upon the occurrence of a Seller default (which shall be fully applicable in the event that a failure of a condition occurs in connection with a default by Seller hereunder).

1.8 CLOSING. The sale and purchase of the Property shall be consummated (the "**Closing**") in accordance with the following:

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a. Date and Time. The Closing shall be held on the date (the "**Closing Date**") which is thirty (30) days following the first date on which all of the following have been met (the "**Closing Date Trigger Events**"): (i) all conditions described in Section 1.7 above have been satisfied or waived by Purchaser; and (ii) the Final Approvals have been obtained. However, notwithstanding anything contained herein to the contrary, in no event shall the Closing Date be later than the date which is three hundred sixty (360) days following the expiration of the Examination Period (the "**Outside Closing Date**"). To the extent one or more of the Closing Date Trigger Events has not occurred by the Outside Closing Date, Purchaser shall have the option to: (x) waive completion of any such unsatisfied Closing Date Trigger Event and proceed to Closing as set forth hereunder; (y) terminate this Contract by providing written notice thereof to Seller and Escrow Agent, and receive prompt return of the Earnest Money; or (z) in the event that any applicable Closing Date Trigger Event has not been satisfied due a default by Seller, exercise its applicable remedies under Section 2.5(a) hereof.

b. Location. Closing shall be held in the offices of the Escrow Agent in Atlanta, Georgia, during normal business hours, or at such other location agreed to by Purchaser and Seller. Notwithstanding the foregoing, at the election of Purchaser, the Closing may be conducted remotely through the offices of Escrow Agent by use of the mails, courier services or other appropriate means.

c. Documents to be Delivered by Seller. Seller agrees to deliver the following to Purchaser at or prior to Closing, as applicable:

(i) a Special Warranty Deed to the Property in form and content reasonably satisfactory to Purchaser with appropriate title warranties, conveying to Purchaser a good, indefeasible, fee simple and marketable title to the Property subject only to the Permitted Exceptions, and describing the Property in accordance with the provisions of Section 1.4(d)(iii) hereof (the "**Warranty Deed**");

(ii) an affidavit of Seller regarding mechanics' and materialmen's liens, possession of Property, the authority of and power of Seller to complete the transactions provided for herein, and such other matters as the Title Company shall reasonably require;

(iii) a certification of non-foreign status pursuant to the provisions of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated therein;

(iv) a Certification for Form 1099-S or a Form W-9;

(v) a General Assignment in form and substance reasonably acceptable to Purchaser that permanently assigns and conveys to Purchaser all assignable certificates, licenses, permits, authorizations and approvals issued for or with respect to the Property by governmental and quasi-governmental authorities having jurisdiction with respect thereto;

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(vi) an executed counterpart of the ROFR Agreement (as hereinafter defined);

(vii) an executed Declaration Amendment;

(viii) an executed counterpart of the Post-Closing Escrow Agreement; and

(ix) such other documents and instruments as are contemplated herein or as may be reasonably required by counsel to Purchaser or the Title Company.

In addition to the foregoing, at Closing, Seller shall deliver to Purchaser exclusive possession of the Property, free and clear of all encumbrances other than the Permitted Exceptions.

d. Deliveries by Purchaser. Purchaser agrees to deliver the following to Seller at or prior to Closing:

(i) the balance of the Purchase Price by wire transfer of immediately available U.S. funds;

(ii) a closing statement setting forth the allocation of closing costs, purchase proceeds, and similar matters;

(iii) certificates of good standing regarding Purchaser from Delaware and North Carolina;

(iv) such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property and the performance of Purchaser's obligations under this Contract, the execution and delivery of any documents required in connection with this Contract, and the taking of all action to be taken by the Purchaser in connection with this Contract;

(v) an executed counterpart of the Post-Closing Escrow Agreement; and

(vi) such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Contract.

e. Tax Prorations. Real estate and personal property *ad valorem* taxes, if any, for the calendar year in which Closing occurs shall be prorated as of the Closing Date based on the most recently available tax bills. In the event that the actual taxes for the year differ from the basis for the proration, the parties shall promptly make the appropriate adjustment. Any unpaid assessments, late listing penalties and ad valorem property taxes, including any "roll-back" or "deferred" taxes for years prior to the calendar year in which Closing occurs, which are payable in connection with the Property, shall be paid by Seller at or before Closing, if at or before Closing a sum certain may be provided by the applicable

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local governmental authority for full payment of such taxes; if no such sum certain can be determined at or before Closing, then Seller shall escrow funds with the Escrow Agent in an amount equivalent to the estimated amount of such assessments, penalties, and taxes as reasonably determined by Purchaser. In the event that the actual assessments, penalties and taxes are greater than the amount escrowed, Seller shall promptly pay such excess amount to the Escrow Agent. If the actual assessments, penalties and taxes are less than the amount escrowed, the Escrow Agent will promptly remit such excess to Seller. The provisions of this Section 1.8(e) shall survive Closing.

f. Closing Costs. Except as otherwise set forth herein, each party shall bear its own costs and expenses, including attorneys' fees.

(i) Seller shall pay (A) the costs of preparation of the Warranty Deed, (B) the fees due the Brokers, (C) the costs of preparation and recordation of any release and termination statements required to terminate the lien of any Mandatory Cure Item, (D) all excise, stamp, revenue, transfer or other taxes on the Warranty Deed or the recordation thereof, (E) the costs to cure or remove any of Purchaser's objections that Seller elects to cure hereunder, (F) one-half of any escrow fees, and (G) Seller's attorneys' fees and expenses.

(ii) Purchaser shall pay (A) the costs of the Survey, (B) the costs of the title examination and the title insurance premium, (C) the costs of Purchaser's due diligence activities, (D) nominal recording charges payable in connection with the recording of the Warranty Deed, (E) one-half of any escrow fees, and (F) Purchaser's attorneys' fees and expenses.

1.9 INDEPENDENT CONSIDERATION. Seller and Purchaser hereby acknowledge and agree that One Hundred and No/100 Dollars ($100.00) of the Earnest Money (the "**Independent Contract Consideration**") has been bargained for and agreed to be consideration for Seller's execution and delivery of this Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Contract, and is non-refundable in all events. In all cases under this Contract in which the Earnest Money is refunded to Purchaser, Seller shall receive the Independent Contract Consideration and Purchaser shall receive the amount of the Earnest Money remaining after the payment of the Independent Contract Consideration to Seller. To the extent Closing occurs, the Earnest Money inclusive of the amount of the Independent Contract Consideration shall be applied in accordance with the terms of Section 1.3.

1.10 COUNTY. The County joins in this Contract to evidence its consent to the sale of the Property by Seller to Purchaser on the terms of this Contract.

ARTICLE II
ADDITIONAL RIGHTS AND OBLIGATIONS

2.1 ESCROW AGENT. Escrow Agent shall hold the Earnest Money subject to the terms and provisions of this Contract, including, without limitation, the terms and conditions set

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forth in **Exhibit B**. Escrow Agent joins this Contract and agrees to perform its duties described herein.

2.2 EMINENT DOMAIN. Prior to Closing, if all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced and such taking or commencement affects or is anticipated to affect Purchaser's development of the Property (as reasonably determined by Purchaser), Seller shall provide prompt written notice to Purchaser of same and Purchaser may elect by written notice to Seller to either: (i) terminate this Contract and receive an immediate refund of the Earnest Money; or (ii) continue this Contract in full force and effect, whereupon no change in the Purchase Price shall be effected but Seller shall assign, transfer, and set over to Purchaser at Closing all of Seller's rights, title and interest in awards that may be made for such taking.

2.3 SELLER COVENANTS.

a. Waste. Seller agrees not to commit or permit waste upon the Property, or to remove or permit the removal of anything from the Property, including trees, without written notification to Purchaser. Seller covenants it shall not take or omit to take any action that will cause the Property to be in a condition at Closing that is materially adverse when compared to the condition of the Property as of the Effective Date.

b. Sale of Property; Options; Encumbrances. Seller shall not, while this Contract is in full force and effect, (i) make or otherwise pursue other offers for the sale of the Property, or (ii) enter into any other option or sales contract for the Property or any portion thereof. Additionally, while this Contract is in effect, Seller shall not execute any deeds, restrictive covenants, right of way agreements, or apply for or consent to any zoning change affecting the Property or take any other action that is not necessary for the purposes contemplated herein or that would adversely affect the Property or Purchaser's rights under this Contract, except in connection with Purchaser's applications for the Final Approvals or the Declaration Amendments or New Declaration. Also, Seller shall not grant any easement, license, lease, security interest or right to use the Property or portion thereof or otherwise encumber the Property without Purchaser's written approval.

c. Reps and Warranties. Seller shall promptly notify Purchaser in writing of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller under this Contract untrue or misleading.

d. Contracts and Leases. Seller shall not enter into, renew, modify or amend any lease, service contract or any other material agreement with respect to the Property; provided, however, that Seller shall terminate (and shall be solely responsible for any cost or expense associated with such termination) any and all leases and service contracts applicable to the Property prior to Closing, including, without limitation, the Existing Contracts and Leases.

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e. Subdivision Plat. Seller shall employ diligent, good faith efforts, at Seller's sole expense, to cause Subdivision Plat to be recorded prior to the expiration of the Initial Examination Period in compliance with all applicable laws.

2.4 REPRESENTATIONS AND WARRANTIESOf Seller. Seller herewith represents and warrants the following to Purchaser, each of which shall be deemed material:

(i) Authority. Seller is a duly formed non-profit corporation validly existing under the laws of the State of North Carolina. Seller is authorized to do business in the State of North Carolina. Seller has full power and authority to execute, deliver and perform its obligations hereunder. This Contract has been duly authorized, executed and delivered by Seller.

(ii) Ownership of the Property. Seller owns and will own at Closing a marketable and insurable fee simple title to the Property and the ROFR Property.

(iii) Contracts and Litigation. Except as disclosed in **Schedule 2.4** (collectively, the "**Existing Contracts and Leases**"), Seller has entered into no agreement, oral or written, not referred to herein with reference to the Property, including, without limitation, any leases or other occupancy agreements or arrangements, and to Seller's knowledge neither Seller nor the Property are subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending or outstanding, or threatened or likely to be made or instituted which would in any way be binding upon Purchaser or its successors or assigns, or would limit Purchaser's or its successors' or assigns' full use and enjoyment of the Property or which would limit or restrict Seller's right or ability to enter into this Contract and perform its obligations hereunder.

(iv) Sale of Property; Options; Unrecorded Agreements. Seller has not (i) made, accepted, negotiated or otherwise pursued other offers for the sale of the Property, or (ii) entered into any other option (including any right of first refusal, right of first offer or other purchase option, whether oral or written) or sales contract for the Property or any portion thereof. There is no unrecorded agreement relating to utilities, entrances, exits, access and service roads affecting the Property or otherwise with respect to the Property.

(v) Taxes and Assessments. There are no taxes, charges, or assessments of any nature or description arising out of the conduct of Seller's business or the operation of the Property, which would constitute a lien against the Property, that will be unpaid or not bonded at the date of the Closing, except for the lien of the current year's *ad valorem* property taxes.

(vi) Zoning. There is no pending application for changes in the zoning affecting the Property.

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(vii) Tax Appeals. Seller has not filed, and has not retained anyone to file, notices of protests or appeal against, or to commence action to review, real property tax assessments against the Property.

(viii) OFAC. Neither Seller nor any person or entity that directly or indirectly (a) controls Seller or (b) has an ownership interest in Seller of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(ix) FIRPTA; Tax Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto. Seller's sale of the Property is not subject to any Federal, state or local withholding obligation of Purchaser under the tax laws applicable to Seller or the Property.

(x) Environmental. To Seller's knowledge, during Seller's ownership of the Property, (i) none of the Property has been excavated, (ii) no landfill was deposited on, or taken from, the Property, (iii) no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon any of the Property, (iv) there has been no Release (as defined below) of Hazardous Materials (as defined below) at the Property except in compliance with all applicable Environmental Laws (as defined below), and (v) no asbestos-containing materials have been placed or introduced in any buildings or other improvements on the Property. Seller represents and warrants that, to the best of its knowledge, none of the foregoing occurred with respect to the Property prior to the time Seller became the owner of the Property. "**Release**" shall mean any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture). "**Hazardous Materials**" or similar terms shall mean and include volatile organic compounds, asbestos, asbestos-containing materials, lead, lead-based paint, petroleum, petroleum by-products (including virgin oil and fuel products), petroleum waste products including waste oil, the group of compounds known as polychlorinated biphenyls, and any substances, materials, wastes, gases, vapors, liquids, mixtures, and any other such products, that are defined, identified, regulated, managed, controlled or prohibited under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 and the Used Oil Recycling Act of 1980, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966,

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as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et. seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f et. seq.; or any analogous Federal, State or Local environmental statutes, regulations, ordinances, orders, directives, or other legal requirements (collectively "**Environmental Laws**"). Seller has no knowledge of the aforesaid conditions existing on any lands adjoining or in the vicinity of the Property, or of any archaeological sites, burial grounds or cemeteries existing on the Property or on any lands adjoining the Property.

(xi) Access. The Site abuts a public right-of-way, and to Seller's knowledge, the rights of ingress and egress from said right-of-way to and from the Site are not restricted or limited in any manner.

(xii) Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened or contemplated against or affecting the Property, either directly or indirectly.

(xiii) Condemnation. There are no pending or threatened condemnation, expropriation, eminent domain or similar proceeding with respect to the Property, nor has Seller received any notice that any such proceeding is contemplated.

(xiv) Encroachments. To Seller's knowledge, any and all improvements on the Site are entirely within the bounds of the Site and that no improvements on any adjoining property encroach on any portion of the Site.

(xv) Utilities. As of the Closing Date, all utilities (including, without limitation, water, electricity, gas, telephone and gravity flow sanitary and storm sewer services) will be presently available at the boundary lines of the Site, and none of such utilities will be subject to any moratorium or other restriction on use.

(xvi) Flood and Wetlands. No portion of the Site is subject to flood plain restrictions or is located in an area encompassing a potentially or recently active trace of an earthquake fault that is potentially hazardous to any structures erected on the Property. No portion of the developable Site (*i.e.*, the one hundred three and 80/100 (103.80) net acres of the Site) is located in an area that constitutes "Wetlands."

(xvii) Historic Structure or Landmark. No portion of the improvements on the Site is a historic structure or landmark and neither such improvements or the Site is located within any historic district pursuant to any federal, state or local law or regulation.

(xviii) Commitments, Agreements, Bonds and Deposits. Seller has made no commitments to or agreements with any governmental authority or any other person that are binding upon a buyer of the Property, except for the Development Agreement. There are no unrecorded development agreements or bonds, letters of

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credit, escrows or similar deposits relating to the construction or maintenance of improvements on the Site.

(xix) Licenses and Permits. Seller has not received written notice of an intention of any governmental authority to revoke any license, permit or certificate required for the development, use, operation or occupancy of the Property.

(xx) Land Use and Development Applications. The Site has not been the subject of any site plan approval, re-zoning application, or similar request for the prior five (5) years.

(xxi) Property Due Diligence and Final Approvals. The Property Due Diligence is true, correct and complete in all material respects, and there is no fact or circumstance presently known to Seller which materially adversely affects, or is reasonably likely to materially adversely affect, the Property, Purchaser, or Purchaser's ability to obtain the Final Approvals.

(xxii) Marketing Guidelines. A true, correct and complete copy of the Marketing Guidelines are attached as **Exhibit D** hereto.

b. Of Purchaser. Purchaser herewith represents and warrants the following to Seller, each of which shall be deemed material:

(i) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Purchaser is or will be authorized to do business in the State of North Carolina when required by law.

(ii) Purchaser has full power and authority to enter into this Contract and to perform all of its obligations hereunder. This Contract has been duly authorized, executed, and delivered by all necessary action on the part of Purchaser and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

(iii) Purchaser is not insolvent (as such term is defined in Section 101(32) of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "**Bankruptcy Code**")) and will not become insolvent as a result of entering into and consummating this Contract or the transactions contemplated hereby (including, without limitation, the purchase of the Property), nor are the transfers to be made hereunder or obligations incurred in connection herewith made or incurred by Purchaser with any intent to hinder, delay, or defraud any creditors to which Purchaser is or becomes indebted. Purchaser acknowledges that it is receiving new, fair, reasonably equivalent value in exchange for the transfers and obligations contemplated by this Contract, and affirmatively represents that neither its entry into this Contract nor its consummation of the transactions contemplated hereby constitutes a fraudulent conveyance or preferential transfer under the Bankruptcy Code or any other federal, state or local laws affecting the rights of creditors generally.

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(iv) Neither Purchaser nor any member, manager, director, officer, agent, employee, or affiliate of Purchaser currently is subject to any United States sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

2.5 DEFAULT AND REMEDIES.

a. Seller's Default. In the event Seller defaults or fails to perform any of the covenants and conditions of Seller under this Contract, or any of the representations and warranties of Seller are not true as of the date made (or recertified), Purchaser shall be entitled to, as its sole and exclusive remedies: (i) an action in equity for specific performance and (ii) the right to terminate this Contract by giving written notice to Seller and Escrow Agent, whereupon the Earnest Money shall be delivered promptly by Escrow Agent to Purchaser. Purchaser hereby waives and releases any right to sue Seller, and hereby covenants not to sue Seller, to prove that Purchaser's actual damages exceed the amount of the Earnest Money.

b. Purchaser's Default – Consummation of Purchase. In the event Purchaser fails to consummate the transaction described herein (a "**Purchaser Pre-Closing Default**"), Seller's sole and exclusive remedy for such default shall be to receive the Earnest Money as full liquidated damages. For the avoidance of doubt, the foregoing shall not apply to any failure of Purchaser to perform any of its obligations under Section 1.5(d).

c. Purchaser's Default – Failure to Commence Construction. If Purchaser defaults under Section 1.5(d)(i) or (ii), as applicable, and fails to cure such default within ninety (90) days after receiving written notice of default from Seller, Purchaser shall pay to Seller, as liquidated damages, the applicable amounts set forth on **Schedule 1.5** under "Liquidated Damages Amount." If the total amount of liquidated damages for all defaults under this Section 2.5(c) and Section 2.5(e) reaches the LD Cap, thereafter, during the continuance of such default, no further liquidated damages shall be payable by Purchaser to Seller and Seller may, in its sole discretion, upon written notice to Purchaser, repurchase the applicable portion of the Property from Purchaser for the Purchase Price (if the repurchase involves only a portion of the Property, the repurchase price shall be a portion of the Purchase Price allocated based on the acreage of such portion of the Property relative to the acreage to the entire Property). In such event, closing of such repurchase shall occur on a date specified by Seller within sixty (60) days after the end of the cure period referred to in the immediately preceding sentence, and shall be conducted in the same general manner as the closing of the original purchase of the Property by Purchaser as described in Section 1.8.

d. Purchaser's Default – Failure to Meet Construction Milestones. Purchaser and Seller acknowledge and agree that any failure of Purchaser to complete each phase of construction of the Project by the applicable "Deadline" set forth on **Schedule 1.5** will directly cause substantial damage to Seller, which damage cannot be ascertained with reasonable certainty. Accordingly, if Purchaser shall fail to complete any such phase of construction by the applicable "Deadline" set forth in **Schedule 1.5**, Purchaser shall pay to

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Seller, as liquidated damages, the applicable amounts set forth on **Schedule 1.5** under "Liquidated Damages Amount" until the LD Cap has been reached.

e. Liquidated Damages.

(i) The parties acknowledge that actual damages in the event of a default under this Contract will be difficult to ascertain, and that the liquidated damages described in this Section 2.5 represent the parties' best estimate of such damages and that the parties believe such liquidated damages are a reasonable estimate of such damages. Each party hereby waives and releases any right to sue the other party, and hereby covenants not to sue the other party or to prove that its actual damages exceed the applicable liquidated damages set forth in this Section 2.5.

(ii) At Closing, Purchaser shall deliver to an account held by the Escrow Agent an amount in cash equal to Two Hundred Thousand and No/100 Dollars ($200,000.00) as credit support for its obligation to pay liquidated damages in accordance with Section 2.5(c) and (d), which amount shall be held in escrow by Escrow Agent in accordance with an escrow agreement in form and substance reasonably acceptable to Purchaser, Seller, and Escrow Agent (such agreement, the "**Post-Closing Escrow Agreement**"). The parties shall use commercially reasonable efforts to agree upon the form and substance of the Post-Closing Escrow Agreement prior to the expiration of the Initial Examination Period.

2.6 RIGHT OF FIRST REFUSAL.

a. From the Effective Date until the ROFR Expiration Date, Seller agrees to the following:

(i) Seller hereby grants to Purchaser or its affiliate (any reference to Purchaser in this Section 2.6 shall be deemed to include any affiliate of Purchaser) an exclusive right of first refusal (the "**ROFR**") regarding the portion of the Overall Property that is not included in the Site, and which is described in **Exhibit E** attached hereto and incorporated herein by reference (the "**ROFR Property**"). Seller shall not sell, convey, transfer, or otherwise encumber or enter into any option, contract or other agreement to so sell, convey, transfer, or encumber (all of which actions described in this sentence are herein collectively called a "**Transfer**") all or a portion of, or interest in, the ROFR Property on or before the ROFR Expiration Date without complying with the terms hereof.

(ii) If Seller receives a written offer from a bona fide third party that is not an Exempt Industrial End User (a "**Qualified Purchaser**") regarding a Transfer of all or any portion of the ROFR Property (such property or portion thereof, as applicable, the "**Subject Property**") for speculative development and such offer is acceptable to Seller (a "**Qualified Offer**"), Seller shall deliver to Purchaser written notice of Seller's receipt of a Qualified Offer and shall offer the Subject Property for sale to Purchaser on such terms, which notice shall include a copy of such Qualified Offer (a "**Notice of Offer**"). Purchaser shall have fifteen (15) days after

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receipt of the Notice of Offer (the "**Acceptance Period**") within which to deliver written notice to Seller accepting or rejecting such Notice of Offer. If Purchaser accepts such Notice of Offer within the Acceptance Period, Purchaser and Seller shall negotiate a purchase and sale agreement in good faith, incorporating the terms and conditions of such Notice of Offer (such agreement, a "**Definitive Agreement**"). If (A) despite such good faith efforts, Purchaser and Seller are unable to execute a Definitive Agreement within sixty (60) days following Purchaser's acceptance of such Notice of Offer or (B) Purchaser rejects or fails to timely respond to such Notice of Offer, thereafter, for a period of one hundred eighty (180) days (the "**Closing Period**"), Seller may pursue the sale of the Subject Property to the Qualified Purchaser on the terms set forth in the Notice of Offer; provided, however, if (x) the purchase price of the Subject Property is reduced below five percent (5%) of the purchase price set forth in the Notice of Offer, (y) the sale is not substantial on the same material non-economic terms as provided in the Notice of Offer or (z) the sale of the Subject Property does not close within the Closing Period, then Seller must first provide another Notice of Offer to Purchaser including any updated terms and comply with the foregoing procedure.

(iii) Notwithstanding the foregoing, the Transfer of any Subject Property to an Exempt Industrial End User shall not be subject to the ROFR (any such Transfer, an "**Exempt Transfer**"). Seller shall provide written notice of any Exempt Transfer to Purchaser as soon as reasonably possible, along with reasonable evidence that such Transfer constitutes an Exempt Transfer.

b. Notwithstanding the foregoing, if a Purchaser Pre-Closing Default occurs, the ROFR shall not be effective for the period of time from the date that Seller provides Purchaser with notice of such breach until such time as Purchaser cures such breach. In such event, the provisions of Section 2.6(a) shall be inapplicable during such time, without tolling of the term of the ROFR.

c. With respect to the applicable Subject Property, the ROFR will terminate upon the first to occur of (i) the date on which this Contract is terminated, (ii) the date of any Exempt Transfer with respect to such Subject Property, (iii) a default beyond any applicable notice and cure period by Purchaser under a Definitive Agreement, or (iv) five hundred forty (540) days following the Effective Date (such date, as may be extended from time to time, the "**ROFR Expiration Date**"). For the avoidance of doubt, if any Transfer of a Subject Property to a Qualified Purchaser in accordance with Section 2.6(a) does not include the entirety of the ROFR Property, then any remaining portion(s) of the ROFR Property shall continue to be subject to the ROFR until the ROFR Expiration Date with respect to such portion of the ROFR Property. Notwithstanding the foregoing, Purchaser shall have the right to extend the ROFR Expiration Date for two (2) periods of one (1) year each by providing advance written notice to Seller of such extension and, with respect to each exercise of an extension, depositing One Hundred Thousand and No/100 Dollars ($100,000.00) with the Escrow Agent (each, a "**ROFR Extension Deposit**").

d. Nothing herein shall be read or interpreted to prevent Seller, the County, and/or any of their agents from marketing the ROFR Property to Qualified Purchasers.

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e. For purposes of this Section 2.6,

(i) "**Exempt Industrial End User**" means a third-party Industrial End User that intends to (A) acquire the Subject Property for the development (either directly or through an affiliate or one or more third party contractors) of an Exempt Project, (B) receive a tax incentive from the State, the County, or applicable local municipality in connection with such development, and (C) directly operate such Exempt Project following completion.

(ii) "**Exempt Project**" means an industrial project to be built on a non-speculative basis, excluding projects to be used primarily for warehousing or distribution purposes.

f. Prior to Closing, Purchaser and Seller shall negotiate in good faith an instrument memorializing the terms of this Section 2.6, which instrument shall be recorded in the Granville County Registry at the Closing and encumber the entirety of the ROFR Property (the "**ROFR Agreement**").

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 COMPLETE AGREEMENT. This Contract represents the complete understanding and agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, written or oral, as to the matters contained herein, and all such prior negotiations, representations or agreements are merged herein. This Contract may be amended only by written instrument signed by Purchaser and Seller. No requirement, provision, obligation or remedy of this Contract shall be deemed waived unless done so expressly, in writing. A waiver, however, once given, is not continuous, and the granting of a waiver shall not limit the right to enforce such provision thereafter.

3.2 SURVIVABILITY. All terms, conditions, representations and provisions contained herein shall survive Closing and delivery of the Warranty Deed for a period of twelve (12) months from the Closing Date; ***provided, however***, the obligation of the parties to make appropriate adjustments to the prorations made at Closing pursuant to Section 1.8(e)-(f), and the obligations of Section 1.5(d) and Section 2.5 shall survive indefinitely.

3.3 NOTICES. Notices, elections and communications required hereunder shall be in writing and considered given when delivered personally, tendered to a nationally recognized overnight courier service, deposited as U.S. Postal Service registered or certified mail return receipt requested and postage prepaid, or sent via electronic mail, each using the addresses set forth below; ***provided, however***, that a party's time period for responding to any such notice deemed to have been duly given shall not commence until such notice has been actually received at the other party's address or refused by the addressee; and ***provided, further***, that for electronic mail to be effective, the receiving party shall have confirmed receipt thereof or such electronic mail shall be followed the next business day with a hard copy sent in accordance with the above.

SELLER: Kerr-Tar Regional Economic Development Corporation

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1724 Graham Ave.
Henderson, NC 27536
Attn: Diane Cox, Executive Director
Email: dcox@kerrtarcog.org

with a copy not constituting notice to:

Smith, Anderson, Blount, Dorsett, Mitchell and Jernigan, LLP
Attention: James C. Wrenn, Jr.
Delivery:
150 Fayetteville Street, Suite 2300
Raleigh, NC 27601
Mail:
P.O. Box 2611
Raleigh, NC 27602
Email: jwrenn@smithlaw.com

PURCHASER: Portman Industrial, LLC
303 Peachtree Center Ave, NE
Suite 575
Atlanta, Georgia 30303
Attention: John Gaskin
Email: jgaskin@portmanindustrial.com

with copies to: Portman Holdings, LLC
303 Peachtree Center Ave, NE
Suite 575
Atlanta, Georgia 30303
Attention: S. Jefferson Greenway
Email: jgreenway@portmanindustrial.com

and: Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E.
Suite 3000
Atlanta, Georgia 30308
Attention: Robert T. Grue, Esq.; Anthony C. Kennedy, Esq.
Email: robert.grue@troutman.com;
anthony.kennedy@troutman.com

DRAFT

COUNTY: Granville County
P.O. Box 906 (mail)
104 Belle Street (delivery)
Oxford, NC 27565
Attn: Drew Cummings, County Manager
Email: drew.cummings@granvillecounty.org

ESCROW AGENT: Stewart Title
5901 Peachtree Dunwoody Road
Suite B-540
Atlanta, Georgia 30328
Attention: Will Lovell
Email: will.lovell@stewart.com

Any party may, from time to time, by notice as herein provided, designate a different address or contact person to which notices shall be sent. Any notice sent in accordance with the foregoing by a party's counsel shall be deemed sent by such party.

3.4 APPLICABLE LAW; VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. All disputes arising out of this Contract shall be subject to the exclusive jurisdiction and venue of the North Carolina state courts sitting in Granville County.

3.5 BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of all parties hereto and their respective permitted successors and assigns.

3.6 CAPTIONS AND HEADINGS. Captions and headings throughout this Contract are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.

3.7 ORIGINAL COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which will be considered to be an original. All those counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. The signing of this Contract at different times and places by the parties will not affect the validity of this Contract. Scanned, faxed, or other electronic copies of the executed Contract shall be effective as originals.

3.8 ATTORNEYS' FEES. In the event suit is brought to enforce or interpret all or part of this Contract, or if suit is brought for any other relief permitted hereunder, the party awarded costs in such suit, if any, shall be entitled to recover reasonable attorneys' fees incurred in connection with such suit, not as damages, but as costs. Attorneys' fees shall be determined at normal hourly rates for the individuals involved regardless of whether said rates bear a reasonable relationship to the relief obtained. A party not entitled to recover costs in any such suit shall not be entitled to recover attorneys' fees.

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3.9 SEVERABILITY. Should any portion of this Contract or the application thereof to any person or circumstance be invalid or unenforceable to any extent by law, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

3.10 PERFORMANCE DEADLINES. Notwithstanding anything herein to the contrary, in the event the final date for performance by either party to this Contract of any condition or obligation hereunder falls upon a non-business day (*i.e.*, Saturday, Sunday, national holiday or local holiday recognized by banks in the locality of the Property), the final date for performance of such condition or obligation shall be extended automatically and without notice until the next succeeding business day, time being of the essence with respect to the matters set forth in this Contract.

3.11 CONSTRUCTION. The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. The provisions of this Section shall survive the Closing or any termination of this Contract.

3.12 ASSIGNMENT. No party to this Contract shall assign this Contract without prior written consent of the other party, such consent not to be unreasonably withheld, except as identified herein. Notwithstanding the foregoing, this Contract may be assigned by Purchaser, without the consent of Seller, to any entity which is owned in whole or in part by, or is directly or indirectly controlled by, managed by or under common control with, Purchaser (including, without limitation, one or more direct or indirect wholly-owned subsidiaries of Purchaser) without the consent of Seller, provided that Purchaser shall remain liable for performance of all its obligations under this Contract and shall ratify such obligations in writing in the event of any such assignment. For purposes of the preceding sentence, "control" means day-to-day management control, and does not require that the entity having control have the right to unilaterally make all major decisions affecting such entity.

3.13 FORCE MAJEURE. If Purchaser is delayed, hindered or prevented from the performance of any act required under this Contract (including, without limitation, the construction requirements contained in Section 1.5(d)) by reason of a Force Majeure Event, then performance of the act will be excused for the period of the delay, hindrance or prevention, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay, hindrance or prevention. Lack of funds will not be a basis for avoidance or delay of any obligation under this Contract. For purposes hereof, "**Force Majeure Event**" means terrorist acts or threats of terrorist acts; insurrection or civil commotion or disorder; acts of God or natural disaster, including without limitation, damaging storms, cyclones, typhoons, hurricanes, tornadoes, blizzards, earthquakes, volcanic activity, landslides, tidal waves, tsunamis, floods, or damage or destruction by lightning; explosions, fires or other destruction not caused by Purchaser; armed conflict or war (whether declared or not); or any reason beyond a party's control.

[*SIGNATURES BEGIN ON FOLLOWING PAGE*]

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, ratified and delivered as of the Effective Date set forth on the first page hereof.

SELLER:

KERR-TAR REGIONAL ECONOMIC DEVELOPMENT CORPORATION,
a North Carolina non-profit corporation

By:_____
Name:_____
Title:_____

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

DRAFT

PURCHASER:

PORTMAN INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: S. Jefferson Greenway
Title: Authorized Signatory

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

DRAFT

COUNTY:

GRANVILLE COUNTY, a body politic and corporate of the State of North Carolina

By: _____
Name: _____
Title: _____

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

DRAFT

ESCROW AGENT:

STEWART TITLE GUARANTY COMPANY,
a Texas corporation

By: _____
Name: _____
Title: _____

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EXHIBIT A

DEPICTION OF THE SITE

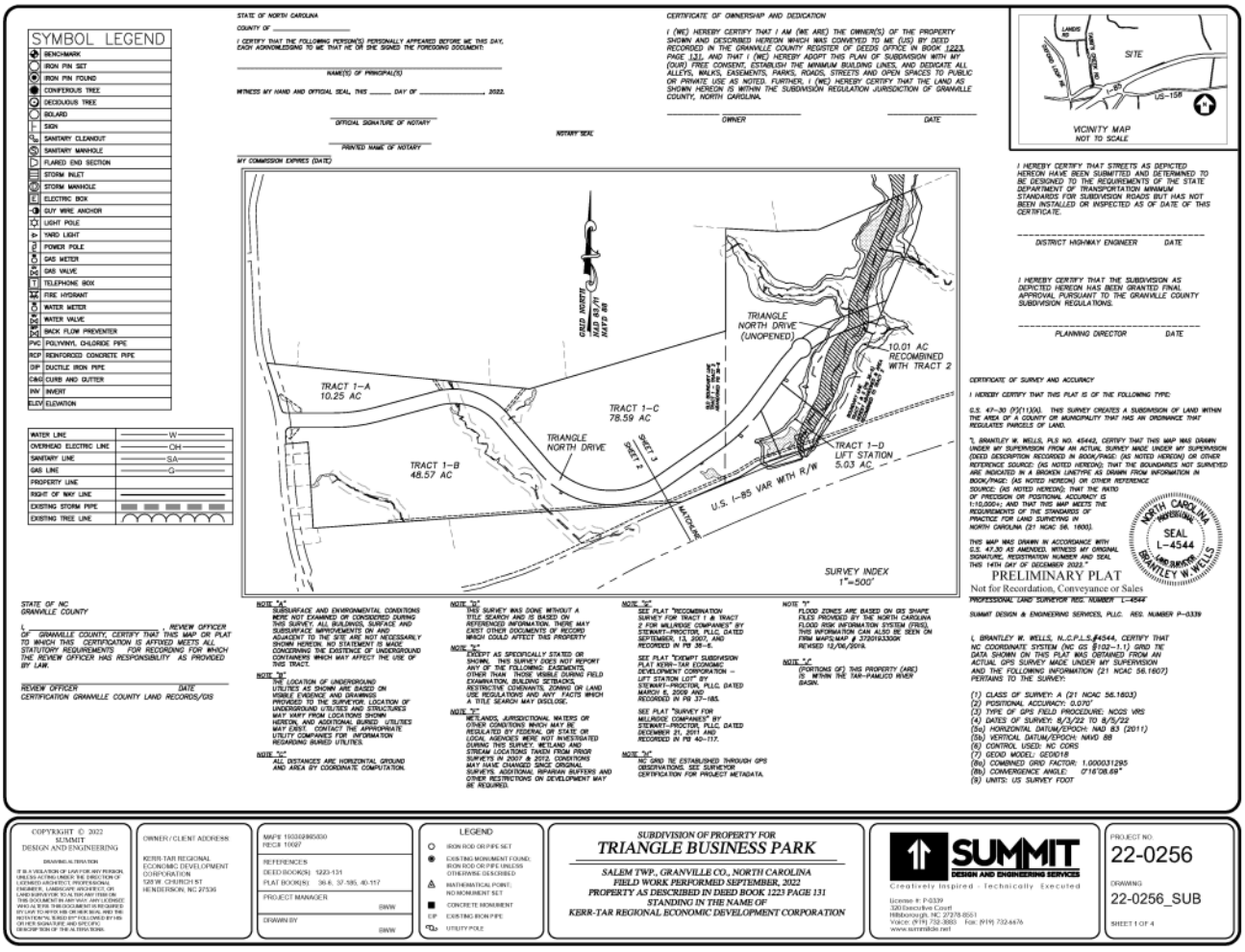


EXHIBIT B

ESCROW PROVISIONS

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, including, without limitation (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this agreement to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money to the clerk of Superior Court of Granville County, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be made in Escrow Agent's sole discretion. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Purchaser and Seller shall, and do hereby, jointly and severally indemnify, defend and hold Escrow Agent harmless from, against and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from or in connection with this agreement or any action taken or not taken by Escrow Agent under or in connection with this agreement, except to the extent caused by Escrow Agent's misconduct or negligence, or by Escrow Agent's negligent mishandling of funds; and (ii) any and all reasonable counsel fees, actually incurred expenses, disbursements of counsel, amounts of judgments, demands, assessments, actual costs, fines or penalties, and actual amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with or as a result of any claim, demand, action, suit, investigation or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i), except to the extent cause by Escrow Agent's misconduct or negligence, or by Escrow Agent's negligent mishandling of funds, and excluding any consequential, special, exemplary or punitive damages.

4. If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall

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fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a title insurance company, bank or trust company having trust powers in good standing and located in the Atlanta, Georgia metropolitan area, and shall agree to be bound by all the terms and conditions of this agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Purchaser and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser. This agency shall not be revoked or terminated by reason of the dissolution or liquidation of Seller or Purchaser, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Purchaser in the manner provided herein.

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EXHIBIT C

RESERVED

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EXHIBIT D

MARKETING GUIDELINES

See attached.

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AN INTEGRATED APPROACH TO SUCCESS

October 2023

READY.
SET. GO.

1. A CONNECTED TEAM
2. THE JLL REACH
3. SITE OVERVIEW
4. MARKETING
5. MARKET OVERVIEW

PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

YOUR **INTEGRATED** TEAM

JLL Agency



Lee Allen
Executive Managing Director



Kevin Coats
Senior Managing Director



Al Williams
Executive Vice President



Matthew Greer
Executive Managing Director



Tyler Smith
Senior Associate

JLL Capital Markets



Pete Pittroff
Senior Managing Director



Josh McArdle
Director



Dave Andrews
Director



Zach Lloyd
Associate



Michael Scarnato
Associate

Portman Industrial



John Gaskin
Managing Director



Jessica Freese
VP Development, Southeast Region



Robert Conroy
VP Development, South Region



Alex Seiferth
Development Associate, Southeast Region

PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

TRACK RECORD OF **SUCCESS**

PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA



Camp Hall – Campus 4

Ridgeville, SC

Portman Industrial

2.1 million SF
4 buildings



Charleston Trade Center

Summerville, SC

The Keith Corporation

2.4 million SF
6 buildings



Global Avenue Logistics Center

Graniteville, SC

Edgewater Ventures

450,033 SF
1 building

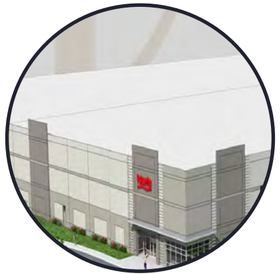


Rite Aid

Spartanburg, SC

Johnson Development

900,000 SF
1 building



TradePark East

Ladson, SC

Trinity Capital Advisors

840,000 SF
4 buildings



Crosspoint Logistics Center

Benson, NC

Robinson Weeks Partners

1.1 million SF
1 building

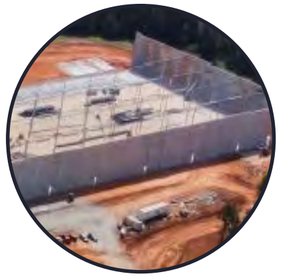


Triangle Innovation Point

Raleigh, NC

Samet Corporation

1,000,000 + SF
7 buildings



Reedy Fork Logistics Center

Greensboro, NC

SL Industrial Partners

500,000 SF
1 building



West Branch Commerce Park

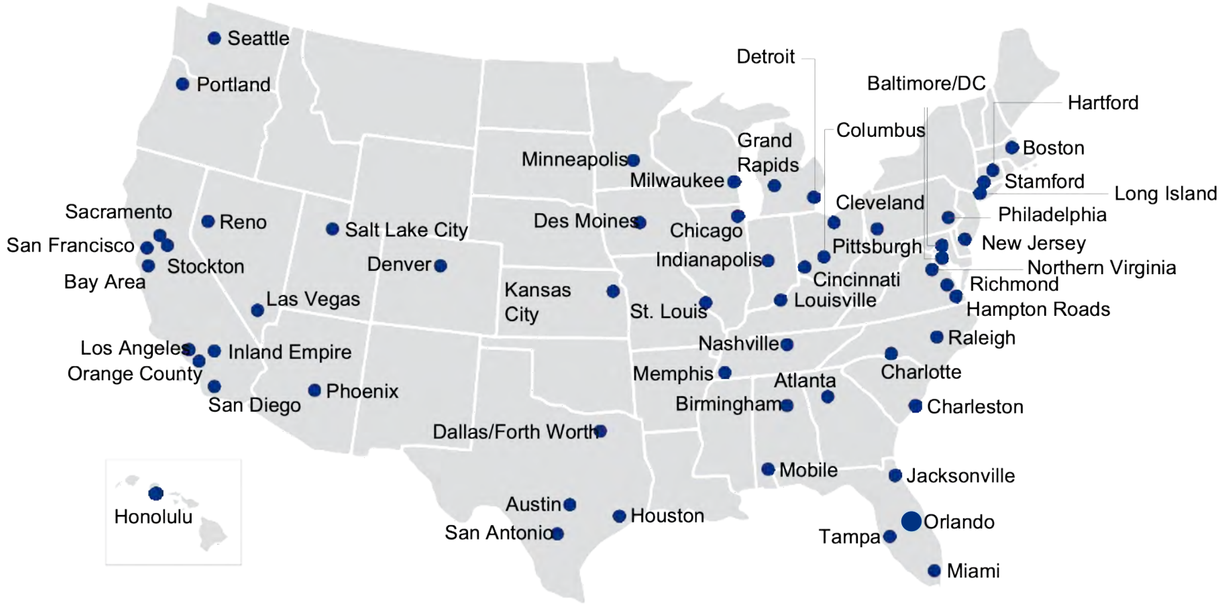
Moncks Corner, SC

The Keith Corporation

2.4 million SF
4 buildings

THE JLL **REACH**

#1 TENANT REPRESENTATION MARKET SHARE NATIONALLY



PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

JLL connects you to our national world-class corporate occupiers



- Advanced manufacturing
- Food and beverage
- Retail/e-commerce distribution
- Supply chain and logistics solutions
- Third party logistics
- Last mile logistics

THE GREATER RALEIGH/DURHAM **MARKET**

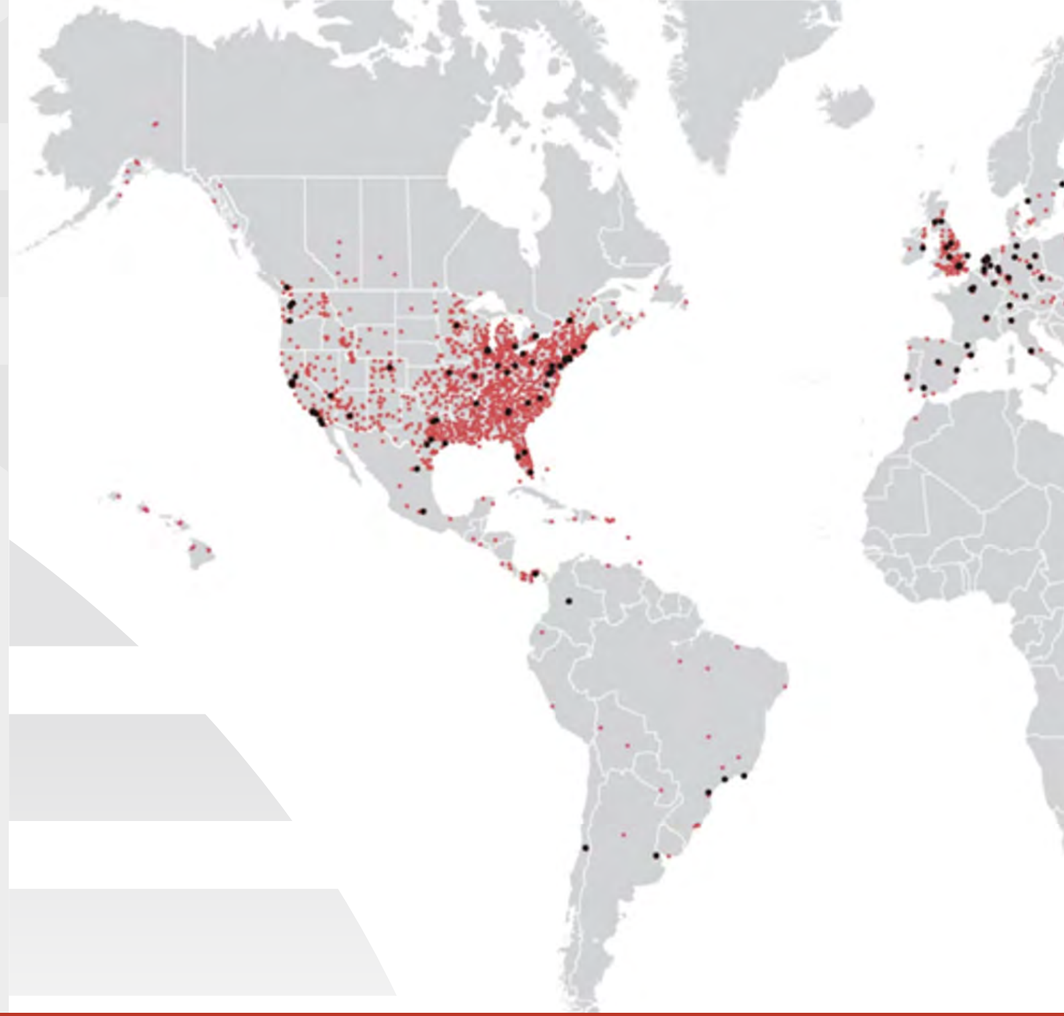
OUR CONNECTIONS EXTEND GLOBALLY BUT HERE IN RALEIGH

61
INDUSTRIAL TRANSACTIONS SINCE 2020

8.1 M
SQUARE FEET

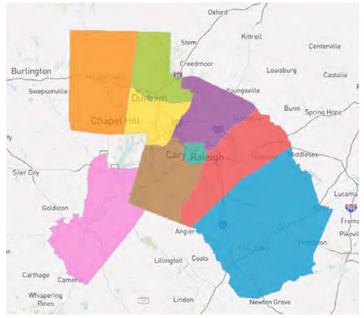
$7.99
PSF AVERAGE BASE RENT

- Quick connectivity to all of JLL's best resources, research and people across the globe
- Assurance that your projects receive proper attention, regardless of size
- Hands on support and swift issue resolution
- Exceptional service at no additional cost to you



PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

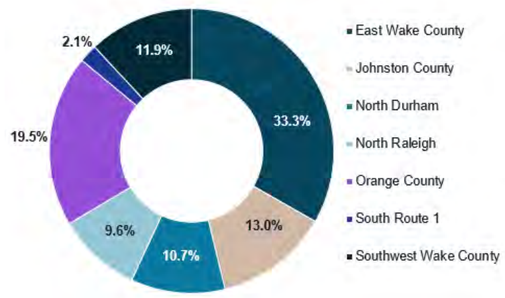
RALEIGH-DURHAM INDUSTRIAL MARKET OVERVIEW Q3 2023



Raleigh-Durham CSA demographics

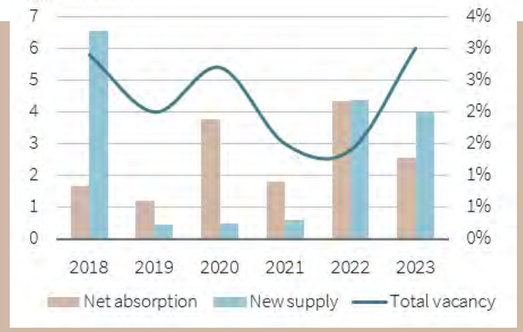
Population	**2,043,867**
Labor Force	**1,081,800**
Unemployment Rate	**2.8%**
Median Household Income	**$73,114**
Per Capita Income	**$38,987**

Percent under construction by submarket



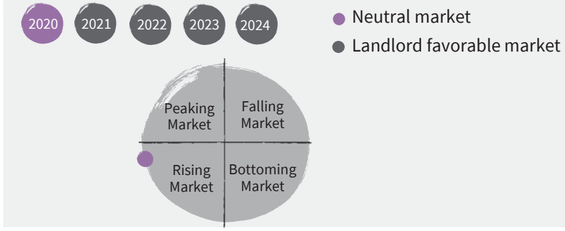
88.9 MILLION
TOTAL INVENTORY (S.F)

Historical trends



12.9 MILLION
NET ABSORPTION SINCE 2019

Market leverage



3.6 MILLION
UNDER CONSTRUCTION (S.F.)

Fundamentals

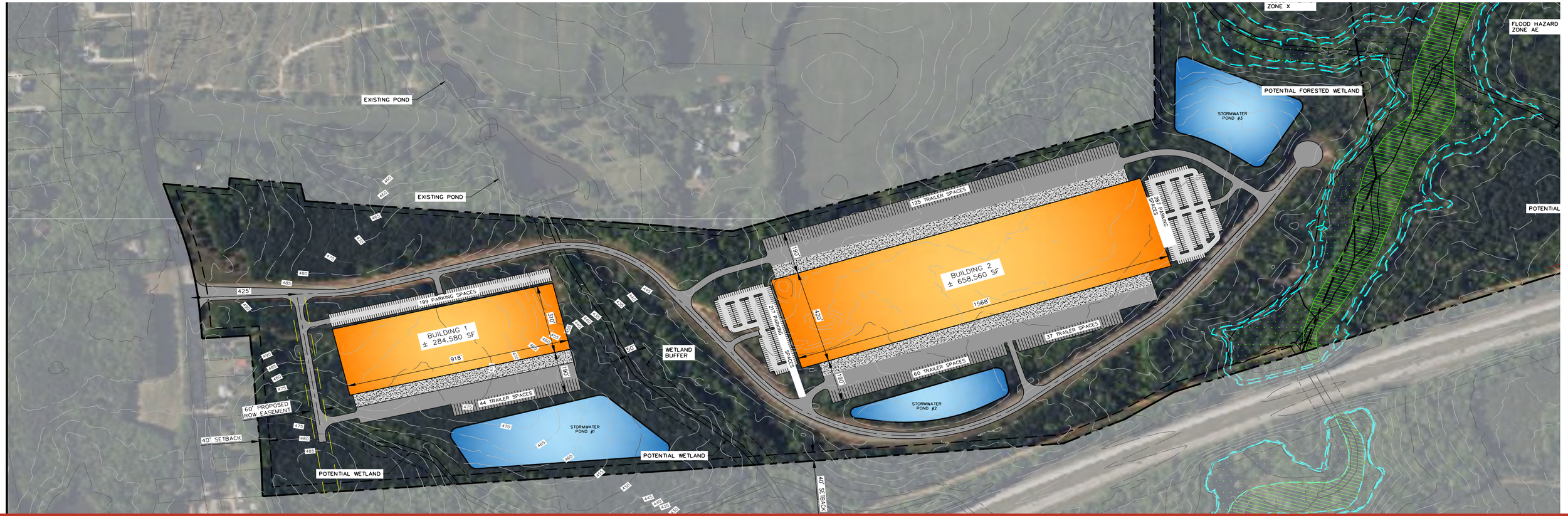
YTD net absorption	**2,581,910 s.f.**
Under construction	**3,653,278 s.f.**
YTD deliveries	**3,998,681 s.f.**
Total vacancy	**3.0%**
Total availability	**7.4%**
Average asking rent	**$8.62 p.s.f.**
Concessions	**Stable**

2.7%
TOTAL VACANCY

PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

SITE **PLAN**

FRAMPTON CONSTRUCTION



PORTMAN INDUSTRIAL + JLL® + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

HOW WE ARE GOING TO BUILD THE BRAND



CUSTOM BROCHURES

Build a brand and showcase the property through a custom branded brochure complete with high end design and building specifications.



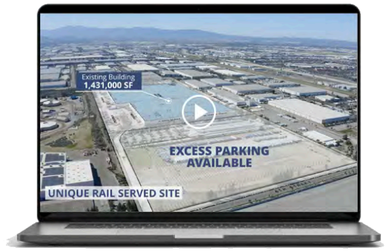
PROPERTY WEBSITE

Digital medium giving potential tenants easy access to property brochure, full size floor plans, and all digital marketing elements.



DRONE PHOTOGRAPHY

Photograph the property and surrounding amenities or utilize drone video to capture and highlight the most captivating elements of the property.

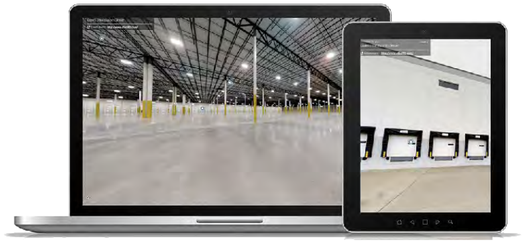


Property tour video featuring 3D renderings, animated call-outs, and fly-throughs. Video can be shared via social media, property website, and in email campaigns.



VISUALIZE THE SPACE

Leverage Walkthruit, a platform designed specifically to visualize industrial space before it's built.



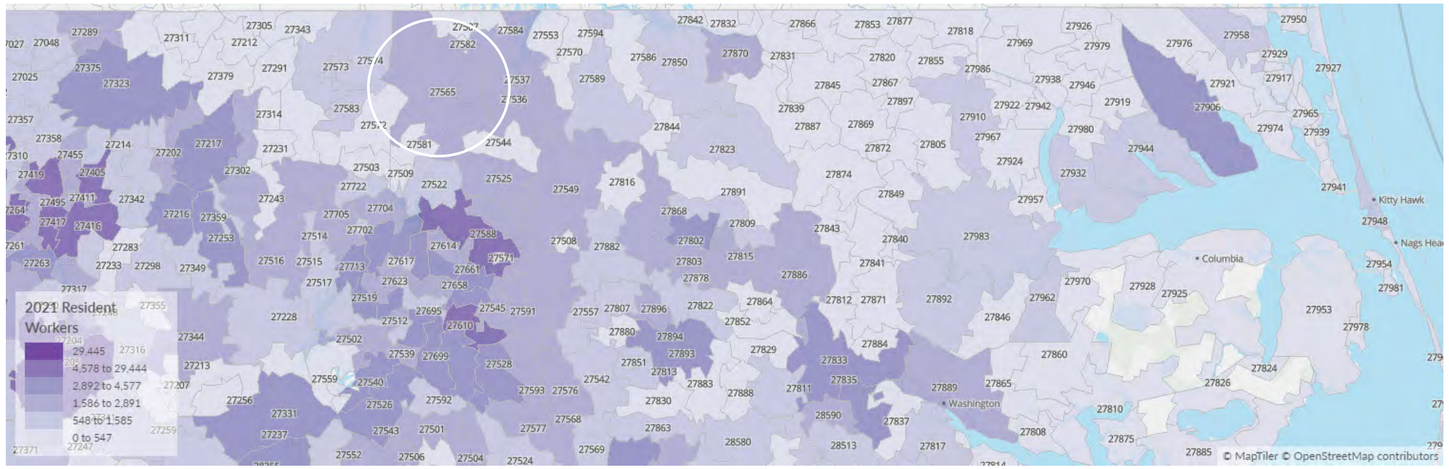
3D PHOTOGRAPHY

3D photography provides an interactive experience allowing a potential client to navigate space from their laptop or mobile device.

GRANVILLE LABOR FORCE

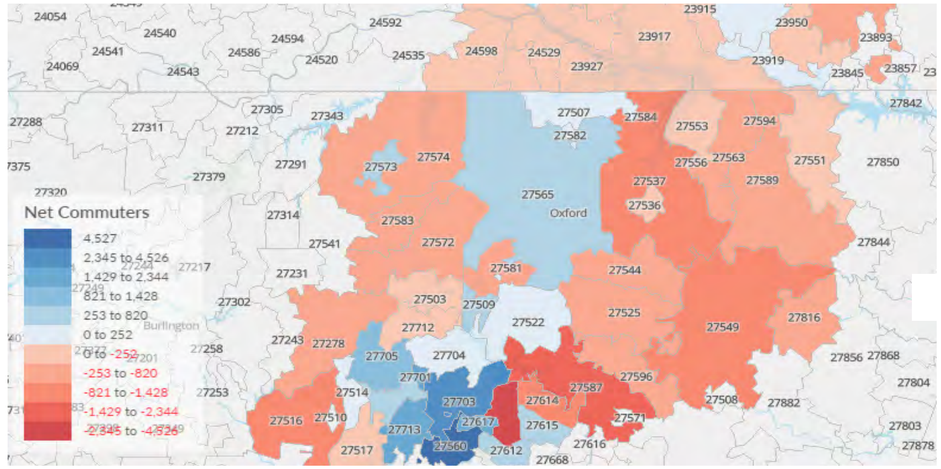
PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

WAREHOUSE /MANUFACTURING WORKERS RESIDENCE



GRANVILLE (CIRCLED) SHOWS BETWEEN 1,586 TO 2,891 MANUFACTURING WORKERS LIVING WITHIN THE ZIP CODE. THE CLOSEST DARK PURPLE ZIP CODE JUST SOUTH IS WAKE FOREST.

WAREHOUSE / MANUFACTURING WORK VS RESIDENCE



GRANVILLE (LARGE LIGHT BLUE IN THE MIDDLE) SHOWS WILLINGNESS TO TRAVEL TO OXFORD IF THERE ARE JOBS. OTHERWISE THEY ARE COMMUNITING FURTHER INTO RTP.

GRANVILLE QUICK STATS

29.6K

EMPLOYEES IN GRANVILLE AS OF 2022.

7%

OF TOTAL EMPLOYMENT CONSISTS OF MANUFACTING JOBS

TIER 1 ECONOMIC DEVELOPMENT ADVANTAGES

**IN A TIER 2 COUNTY*

90%

OF THE ANNUAL GRANT IS PAID TO THE COMPANY

10%

IS TRANSFERRED TO THE UTILITY ACCOUNT, TO FUND INFRASTRUCTURE PROJECTS

400

EMPLOYMENT LEVEL WITHIN 5 YEARS + CERTIFY AN INVESTMENT OF $100 MILLION DOLLARS WITHIN 5 YEARS FOR A LARGE FULFILLMENT FACILITY TO RECEIVE TAX EXEMPTIONS

LOCAL GOVERNMENT MUST PROVIDE NO LESS THAN $1 DOLLAR FOR EVERY $3 DOLLARS PROVIDED BY ONE NC

MACHINERY / EQUIPMENT, RAW MATERIALS, INVENTORY, ELECTRICITY, FUEL, AND NATURAL GAS TAX EXEMPTIONS

PORTMAN INDUSTRIAL + JLL +

SURROUNDING INDUSTRIAL STATS

HISTORIC • WALKABLE • FRIENDLY
Oxford
NORTH CAROLINA

INVENTORY	CLASS A VACANCY	NEW DEVELOPMENT
2,115,502 SF	0%	NOTHING SPEC IN THE LAST 15 YEARS



OUR TARGET TENANT PROFILE













GRANVILLE *TOP INDUSTRIES IN ORDER:*

BIOPHAMACEUTICALS (LIFE SCIENCES)

DISTRIBUTION & E-COMMERCE

LOCAL LOGISTICAL SERVICES

AEROSPACE VECHICALS AND DEFENCE

CHEMICAL PRODUCTS

PAPER AND PACKAGING

PRODUCTION TECHNOLOGY AND HEAVY MACHINERY

PLASTICS

TRANSPORTATION & LOGISTICS

PORTMAN INDUSTRIAL + JLL + THE COUNTY OF GRANVILLE NORTH CAROLINA 1746

THANK YOU.

PORTMAN INDUSTRIAL + JLL® + THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

FRAMPTON CONSTRUCTION

EXHIBIT E

DESCRIPTION OF ROFR PROPERTY

Being that certain tract or parcel of land located in Oxford Township, Granville County, North Carolina and Dabney Township, Vance County, North Carolina lying on the north side of Interstate Highway 85 and U.S. 158 (bypass) and being more particularly described as:

Beginning at an existing iron pipe, being the southeast corner of the lot now or formerly standing in the name of Waverly Critcher (Deed Book 130, Page 107) and having N.C. Grid coordinates (NAD-83) N=934,817.53 feet, E=2,133,308.94 feet, thence from said iron pipe North 03°33'19" West 121.95 to an existing axle, thence North 03°10'49" West 64.79 feet to an existing axle; thence North 03°21'58" West 190.96 feet to an existing axle; thence North 03°28'24" West 274.91 feet to an existing axle; thence North 03°35'57" West 99.02 feet to an existing axle, the northeast corner of the lot now or formerly standing in the name of William S. Dean (Deed Book 2249, Page 211); thence South 84°59'00" West 201.93 feet to an existing iron pipe on the eastern right-of-way Tabbs Creek Road (S.R.1521); thence South 84°59'00" West 29.85 feet to a calculated point in the center of said Tabbs Creek Road; thence along and with the center of said road North 04°14'13" West 53.04 feet; North 05°02'33" West 48.06 feet; North 06°13'09" West 48.13 feet ; North 07°02'21" West 47.35 feet; North 08°17'47" West 48.88 feet; North 09°57'34" West 50.04 feet; North 11°43'56" West 49.30 feet; North 13°24'53" West 51.32 feet; North 15°39'35" West 50.34 feet; North 16°58'26" West 49.37 feet; North 18°01'40" West 49.01 feet; North 18°23'18" West 49.24 feet, North 18°21'19" West 50.31 feet; North 18°02'30" West 51.79 feet; North 18°02'30" West 35.95 feet, thence leaving said road South 84°21'35" East 32.50 feet to an existing iron pipe; thence South 84°21'35" East 2296.58 feet to an existing concrete monument; thence North 73°34'59" East 1779.27 feet to an existing iron pipe, said pipe being the southeast corner of the property now or formerly standing in the name of Edith Currin (Deed Book 837, Page 303) and lying on the western property line of the property now or formerly standing in the name of Mary Alice Cozart Black; thence from said pipe North 00°14'36" East 893.89 feet to an existing concrete monument lying on the southern line of the property now or formerly standing in the name of Linda Parham (Deed Book 89, Page 43); thence from said monument along the southern line of said tract South 86°42'30" East 445.81 feet to an existing iron pipe, said pipe being the southeast corner of the aforementionod Parham Tract; thence from said pipe North 87°42'02" East 362.42 feet to an existing re-bar in a rock pile; thence North 67°06'18" East 2738.55 feet to an existing concrete monument, thence from said monument North 89°21'04" East 2549.34 feet to and existing concrete monument; thence from said monument South 89°46'14" East 995.04 feet to an existing concrete monument; thence from said monument South 01°29'42" East 400.56 feet to an existing concrete monument; thence from said monument South 01°29'17" East 175.02 feet to an existing iron pipe, said pipe being the southwest corner of the property now or formerly standing in the name of Rosalyn Crews; thence from said pipe along the southern line of said Crews property North 89°45'33" East 1834.62 feet to an existing iron pipe at Poplar Creek; thence from said pipe North 89°45'48" East 701.75 feet to an existing axle; thence from said axle along the southern line of said tract South 89°15'41" East 1394.26 feet to and existing iron pipe; thence from said iron leaving said Ellis Tract South 60°31'40" East 244.27 feet to an existing iron pipe; thence from said iron along a curve to the right, said curve having a radius of 580.00 feet, an arc length of 100.44 feet, a Delta angle of 09°55'18", a chord bearing of South 77°34'01" East and a chord distance of 100.31 feet to a point; thence from said point South 72°36'57" East 109.93 feet to an existing iron pipe; thence from said iron along a curve to the right, said curve having a radius of 257.25 feet, an arc length of 170.34 feet a Delta angle of 37°56'17", a chord bearing of South 53°41'49" East and a chord distance of 167.24 feet to a point; thence from said point South 34°44'24" East 99.77 feet to a point on the northern right-of-way of U.S. Highway 158; thence from said

point along said right-of-way South 69°26'31" West 61.89 feet to an existing iron pipe; thence from said pipe leaving said right-of-way North 34°44'24" West 84.61 feet to an existing iron pipe; thence from said iron along a curve to the left, said curve having a radius of 197.25 feet, an arc length on 130.66 feet, a Delta angle of 37°57'13", a chord bearing of North 53°41'57" West and a chord distance of 128.29 feet to an existing iron pipe; thence from said pipe along the rear line of Country Place Subdivision South 65°32'27" West 1049.16 feet to an existing iron pipe; thence from said pipe North 28°26'33" West 49.55 feet to an iron pipe set; thence South 65°32'27" West 163.72 feet to an iron pipe set; thence South 33°07'33" East 262.07 to an iron pipe set on the northern right-of-way of U.S. Highway 158 bypass; thence with said right-of-way along a curve to the left, said curve having a radius of 11,478.20 feet, an arc length of 597.84 feet, a Delta angle of 02°59'03", a chord bearing of South 60°19'07" West and a chord distance of 597.77 feet to an iron pipe set; thence from said pipe leaving said right-of-way North 31°13'29" West 20.75 feet to an existing iron pipe; thence South 79°19'27" West 112.27 feet to an existing iron pipe; thence North 32°38'44" West 463.02 feet to an existing iron pipe, thence South 67°52'36" West 309.33 feet to a point in Poplar Creek; thence along said creek South 40°20'28" East 15.65 feet, South 20°01'33" East 68.01 feet, South 08°00'18" West 103.11 feet, South 04°07'02" West 72.83 feet, South 25°27'29" West 58.84 feet, South 06°59'45" East 47.64 feet to a point on the northern right-of-way of Interstate Highway 85; thence from said point leaving Poplar Creek and following said right-of-way North 86°03'59" West 87.29 feet to an existing right-of-way monument; thence continuing along said right-of-way South 85°37'10" West 202.51 feet to an existing right-of-way monument; thence along said right-of-way North 85°59'36" West 747.53 feet to an existing right-of-way monument; thence with said right-of-way North 74°50'41" West 333.54 feet to an existing right-of-way monument; thence with said right-of-way South 86°49'12" West 361.20 feet to an existing right-of-way monument; thence with said right-of-way along a curve to the left, said curve having a radius of 11,604.16 feet, an arc of 1140.93 feet, a Delta angle of 05°38'00", a chord bearing of North 89°17'49" West and a chord distance of 1140.47 feet to an existing right-of-way monument; thence from said monument continuing along said right-of-way along a curve to the left, said curve having a radius of 11,253.88 feet, an arc length of 542.83 feet, a Delta angle of 02°45'49"; a chord bearing of South 86°30'30" West, and a chord distance of 542.77 feet to an existing right-of-way monument; thence along said right-of-way South 79°08'34" West 202.94 feet to an existing right-of-way monument; thence with said right-of-way along a curve to the left, said curve having a radius of 11,586.55 feet, an arc length of 769.36 feet, a Delta angle of 03°48'16", a chord bearing of South 82°15'51" West and a chord distance of 769.22 feet to an existing right-of-way monument; thence with said right-of-way South 80°06'57" West 202.07 feet to an existing right-of-way monument; thence with said right-of-way along a curve to the left, said curve having a radius of 21,635.77 feet, an arc length of 239.65 feet, a Delta angle of 00°38'05", a chord bearing of South 79°18'11" West and a chord distance of 239.65 feet to an iron pipe set in the center of Tom Parham Road (S.R. 1524); thence along said right-of-way along a curve to the left, said curve having a radius of 21,635.77 feet, an arc length of 3,323.62 feet, a delta angle of 08°48'06", a chord bearing of South 74°35'06" West and a chord dist of 3,320.35 feet to an existing right-of-way monument; thence along said right-of-way South 71°32'43" West 806.40 feet to an existing right-of-way monument; thence South 57°58'23" West 204.35 feet to an existing right-of-way monument; thence with said right-of-way along a curve to the left, said curve having a radius of 21,610.85 feet, an arc length of 135.25 feet, a delta angle of 00°21'31"; a chord bearing of South 67°32'02" West and a chord distance of 135.25 feet, to an existing metal post, said post being the southeast corner of the property now or formerly standing in the name of Graham Tingley Moore, et. al: thence from said post along said right-of-way South 66°44'04" West 132.62 feet to an iron pipe set; thence South 66°25'02" West 274.88 feet to an iron pipe set; thence leaving said right-of-way South 85°55'15" West 3219.04 feet to the point and place of beginning containing a total of 514.37 acres with 3.40 acres in the right-of-way of Tubbs Creek Road (S.R. 1521) and Tom Parham Road (S.R. 1524) leaving 510.97 acres as shown on a survey by Stewart-Proctor, PLLC titled "Survey for the Millridge Companies" dated April 26, 2006.

Less and except the Site as depicted on Exhibit A.

EXHIBIT F

LOCATION OF ACCESS EASEMENT

See attached.

DRAFT



PREPARED FOR:

EXHIBIT 3-1A

TRIANGLE NORTH

OXFORD / GRANVILLE CO / NC

9/29/2023

THOMAS & HUTTON
1020 Euclid Avenue
Charlotte, NC 28203 980.201.5505
www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

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SCHEDULE 1.4(b)

CERTIFICATE OF INSURANCE

See attached.

DRAFT

Client#: 1526551 PORTMHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2023

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

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

PRODUCER	CONTACT NAME: Vicky Miller
USI Insurance Services, LLC 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328	PHONE (A/C, No, Ext): 404 923-3700 FAX (A/C, No): E-MAIL ADDRESS: Vicky.Miller@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Portman Industrial, LLC
303 Peachtree Center Ave. NE
Ste 575
Atlanta, GA 30303

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6078981406	08/01/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: Purchase Sale Agreement for Property known as Tract 1-B and Tract 1-C located at or around 5612 Tabbs Creek Road, Granville County, NC.

Kerr-Tar Economic Development Corporation is included as Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

Kerr-Tar Economic Development Corporation
Attn: Diane Cox, Executive Director
1724 Graham Avenue;
Henderson, NC 27536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paula B Bulman

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SCHEDULE 1.5

CONSTRUCTION AND LIQUIDATED DAMAGES SCHEDULE

The following chart shall apply to the first of the two buildings of the Project that Purchaser commences to build at the Site. If Purchaser does not commence any building at the Site, the chart below shall apply to the building planned for Tract 1-B.

Milestone	**Deadline**	**Liquidated Damages Amount**
Commencement of vertical construction	12 months after Closing	$500 per day
Substantial Completion	24 months after Closing	$500 per day

The following chart shall apply to the second of the two buildings of the Project that Purchaser commences to build at the Site. If Purchaser does not commence any building at the Site, the chart below shall apply to the building planned for Tract 1-C.

Milestone	**Deadline**	**Liquidated Damages Amount**
Commencement of vertical construction	12 months after Substantial Completion of the first building	$500 per day
Substantial Completion	15 months after commencement of vertical construction	$500 per day

Notwithstanding the foregoing, the total amount of liquidated damages that may be paid by Purchaser to Seller for a failure to complete all or any of the milestones by the deadlines set forth in this Contract shall not exceed $1,000,000 in the aggregate (the "**LD Cap**").

Following Purchaser's satisfaction of any milestone set forth above or otherwise set forth in this Contract, Seller shall, upon request, provide Purchaser with reasonable evidence (which Purchaser may request be recorded in the applicable County records) that such milestone has been satisfied and any applicable remedy (e.g., liquidated damages or a repurchase option) has expired.

"**Substantial Completion**" (or similar variations such as "Substantially Complete") means that (1) the Project architect has delivered to Seller a certificate certifying as to the substantial completion, in accordance with the applicable construction drawings, of the improvements to the applicable portion of the Site and (2) a Completion Certificate for such improvements has been issued by the County or the applicable governmental authority.

DRAFT

SCHEDULE 2.4(C)

EXISTING CONTRACTS AND LEASES

None.

DRAFT

Granville County
Economic Development
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Audrey Boone
Department:	Economic Development
Date:	November 6, 2023
Title:	**Public Hearing for Economic Development: Incentive for Portman Industrial, LLC**

PURPOSE:
The purpose of this public hearing is to receive the views of the public on the proposed appropriation and expenditure of county funds not to exceed $1,100,000 to reimburse the Portman Industrial, LLC (the "Company") for the cost of site preparation on land to be acquired by the Company from Kerr-Tar Regional Economic Development Corporation ("KTREDC") consisting of 127.16 acres off Tabbs Creek Road in Triangle North Granville Business Park (the "Site").

BACKGROUND:
Granville County served a notice that a hearing would be held to obtain the views of the public on the appropriation and expenditure of county funds for site preparation including clearing and grading the Site pursuant to a grant contract with the Company.

The Board believes that the Company's development of the site will stimulate and stabilize the local economy and result in the creation of a substantial number of new, permanent jobs in the county. As part of its contract to purchase the site, the Company has agreed to certain restrictions on the use of the property that the county believes will further help attract jobs that will pay at or above the median average wage in the county.

The costs for which the county will reimburse the Company include clearing and grading the site and associated erosion control and stormwater control activities. The cost of such activities to the county will not exceed $1,100,000.

FUNDING:
The county will fund the project with available revenues in the county's General Fund.

RECOMMENDATION:
Following the public hearing, the Economic Development Interim Director requests approval of the total $1,100,000 incentive package and that the County Manager and County Attorney be authorized to negotiate a grant contract with the Company which will be brought back to the Board for approval at a later meeting.

ATTACHMENTS:
Notice of Public Hearing

ACTION TAKEN:

NOTICE OF PUBLIC HEARING

Granville County proposes to appropriate and expend county funds for the following economic development project pursuant to North Carolina General Statute (N.C.G.S.) § 158-7.1. The County Board of Commissioners intends to consider entering into a contract with Portman Industrial, LLC (the "Company"), under which the county will reimburse the Company for the cost of site preparation on land to be acquired by the Company from Kerr-Tar Regional Economic Development Corporation ("KTREDC") consisting of an approximately 127.16-acre site (the "Site"). The Site consists of two tracts to be subdivided from a larger 510.97-acre parcel owned by KTREDC (the "Property"). The Site is located off Tabbs Creek Road and is a portion of the Property, and the Site is located exclusively in Granville County. The total Property from which the Site is being subdivided consists of approximately 510.97 acres as described in Deed Book 1223, Page 131, Granville County Registry and Deed Book 1238, Page 841, Vance County Registry, and is located in Granville County and Vance County. The portion of the Property located in Granville County is also identified as Granville County Tax Map Number 193302865830 and the portion located in Vance County is known as Vance County Tax PIN numbers 0409 01038 and 0409 01001.

The costs for which the county will reimburse the Company include clearing and grading the Site and associated erosion control and stormwater control activities. The cost of such activities to the county will not exceed $1,100,000. The county will fund the project with available revenues in the county's General Fund. The Board believes that the Company's development of the Site will stimulate and stabilize the local economy and result in the creation of a substantial number of new, permanent jobs in the county. As part of its contract to purchase the Site, the Company has agreed to certain restrictions on the use of the Property that the county believes will further help attract jobs that will pay at or above the median average wage in the county.

The Granville County Board of Commissioners will hold a public hearing on the county's proposed appropriation and expenditure of funds for this project on November 6, 2023, at 7:00 p.m. or as soon thereafter as the matter may be heard. The meeting will be held at the Granville Convention & Expo Center, located at 4185 Highway 15, Oxford, NC 27565. The Commissioners invite all interested persons to attend and present their views.

Debra A. Weary, Clerk
Granville County Board of Commissioners

Granville County
Development Services
122 Williamsboro St
Oxford, NC 27565
(919) 603-1326

To:	Board of Commissioners
From:	Scott Phillips, Director
Department:	Development Services
Date:	November 6, 2023
Title:	**Teaching Kitchen Design Services - Granville County Cooperative Extension**

PURPOSE:
This request considers awarding a fixed-price service contract needed for the design of the Granville County Cooperative Extension's Teaching Kitchen located at 125 Oxford Loop Road facility in Oxford.

BACKGROUND:
Granville County Cooperative Extension has been without a teaching kitchen since relocating from their Wall Street / Oxford facility. This project has been discussed and planned for several years but has been delayed due to budget constraints and an understanding of the facility's lease terms with the State. Recent conversations have confirmed the long-term extension of our lease making the investment in property modifications practicable.

Stephen Baxter Architect was retained in 2019 to do the initial planning and baseline design of the needed improvements. This request continues their work in preparation for a project approval submittal through the Office of State Construction.

This project has been budgeted for this fiscal year; however, we will need to assess any additional design requirements of the State, as well as the timeline for the approval process before moving forward with the bidding process.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:
This request complies Section V, Architectural, Engineering, and Surveying Services (NCGS 143-64.31), and Exemption (NCGS 143-64.32 / Fee not to exceed $50,000) of the County's Contract and Purchasing Policy.

FUNDING:
2023-24 fiscal year funding can accommodate this request.

RECOMMENDATION:
The Development Services Director recommends that the County exempts itself from NCGS 143-64.31 by utilizing the Exemption indicated in NCGS 143-64.32 / "the estimated professional fees is in an amount less than fifty-thousand dollars ($50,000.00), along with the designer's familiarity with the project, and award the fixed price engineering service contract to Stephen Baxter Architect for an amount not to exceed $17,400.00 unless authorized through an approved change request.

ATTACHMENTS:
Baxter Proposal for Teaching Kitchen
PRELIM FLOOR PLAN

ACTION TAKEN:

Stephen T. Baxter, Architect, PLLC

PROPOSAL

August 15, 2023

Mr. Scott Phillips
Granville County Development Services
122 Williamsboro Street
Oxford, NC

RE: NC Cooperative Extension
Training Kitchen Alteration
Oxford, NC

Mr. Phillips,

I am pleased to offer this proposal for design services of the above referenced project which will be administered through the North Carolina State Construction Office.

Proposed Project

It is my understanding that you would like to have architectural, plumbing, mechanical, and electrical design services for the project referenced above. According to your instructions, you would like the design of a Training Kitchen for use as educational purposes that will replace a portion of an existing laboratory. This portion of the laboratory will have existing metal cabinets, countertops, and one sink removed. Existing gas lines will be capped. The new cabinets and countertops will be residential type. New appliances will include one double bowl sink, a dishwasher, two stoves with a hood above, and a refrigerator. There will also be a flat screen TV mounted to the wall between the existing doors to the room. The hood exhaust will connect to an existing exhaust to share the existing roof penetration. Adjustments to the existing PME systems will be provided by Kilian Engineering, Inc.

Assumptions

1. The proposed project is an alteration to an existing educational space located in the NC Cooperative Extension building, Oxford, NC, which is in the Granville County code enforcement jurisdiction and subject to NCSCO review, inspections, and approvals.
2. All drawings and copies thereof are instruments of service and as such remain the property of Stephen T. Baxter, Architect PLLC.
3. Stephen T. Baxter, Architect PLLC reserves the right to use these plans at its own discretion for marketing purposes.
4. The proposed project will be permitted using the 2018 North Carolina State Building Code with all applicable revisions.
5. No structural, site, sprinkler, or fire alarm design are anticipated or included in this proposal.
6. The mechanical design fees include commercial hood design over the new stoves.
7. A project manual will be included with the construction documents for bidding requirements, construction requirements, and material specifications.
8. Permitting, Bidding, and Construction Administration services are included in this design services agreement.
9. As-built drawings of the original building have been provided for use of the design of this alteration project. Field verifications may be necessary for accuracy.
10. As-built drawings of the completed alteration project will be provided.

8133 Holly Forest Road, Wake Forest, NC 27587; phone (919) 819-1536; STBaxter.ARCH@outlook.com

Proposed Architectural Services

I hereby propose the following architectural services:

1. (T-1) Cover Sheet - Building Code Summary
2. (T-2) Secondary Title Sheet - Life Safety Plan
3. Demolition Plan - Elements to be removed
4. Floor Plan - Dimensioned Layout
5. Interior Elevations - Views of new casework

Consultants' drawings provided to us will be included in the final set of plans.

Fees for Design Services:

Architectural Design Fee:	**$6,500.00**
Bidding Services:	**$1,500.00**
Construction Administration:	**$3,000.00**
PME Design Fee:	**$3,400.00**
Bidding Services:	**$1,000.00**
Construction Administration:	**$2,000.00**
TOTAL DESIGN SERVICES FEE:	**$17,400.00**

Additional and Reimbursable Expenses:
Additional architectural services beyond the scope of services defined in this agreement (including Owner initiated revisions) will be billed hourly at a rate of $150.00 per hour. Additional services from any of our consultants will be billed at direct project expenditures. All required printing throughout the project schedule will be out sourced and billed by a factor of 1.5 of the direct expense. Reimbursable expenses are any costs incurred by the architect and his consultants that are outside the normal realm of professional services, including but not limited to printing of materials. We will provide the Owner with one printed set of the Drawings and an electronic copy for your records.

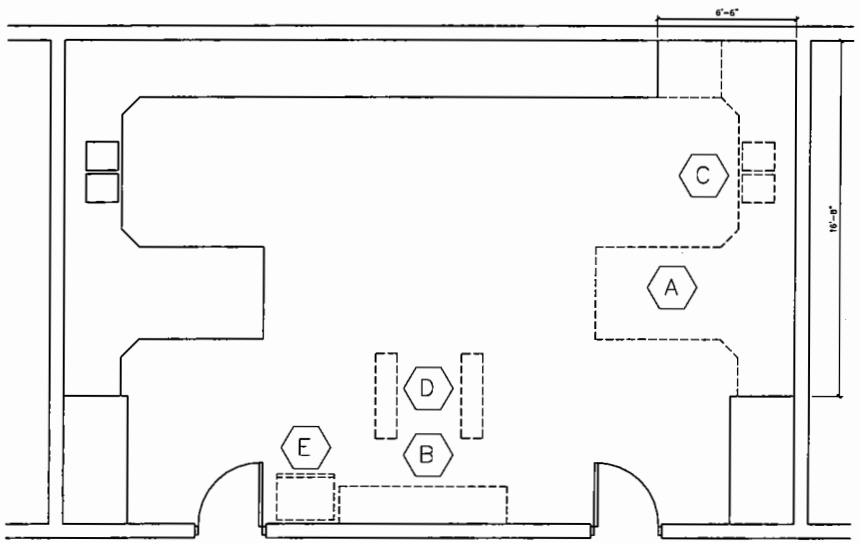
Conclusion
We appreciate this opportunity to propose our services. No deposit is required prior to us beginning design services. Your name and signature on this proposal will constitute our agreement for design services. You will be billed monthly for work completed to date. Final payment is due upon delivery of the final drawings.

Acceptance

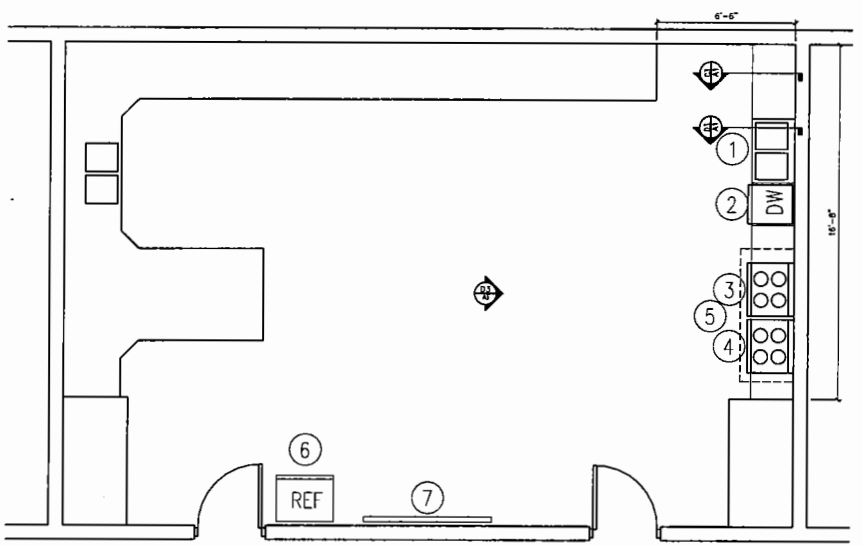
By:_____ Date:_____

Stephen T. Baxter,
Architect, PLLC

8133 Holly Forest Road, Wake Forest, NC 27587; (919) 819-1536; STBaxter.ARCH@outlook.com



B1 DEMOLITION PLAN
A-1 SCALE: 3/8"=1'-0"



B3 PROPOSED FLOOR PLAN
A-1 SCALE: 3/8"=1'-0"

DEMOLITION NOTES:

1. EXISTING WORK IS INDICATED IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION AND SHALL BE CHECKED IN THE FIELD BY EACH SUBCONTRACTOR. AS DEMOLITION PROCEEDS, CAREFUL MEASUREMENTS SHALL BE MADE OF ALL WORK UNCOVERED TO WHICH NEW WORK MUST FIT, AND SHOP DRAWINGS FOR ALL FABRICATED MATERIALS SHALL BE COORDINATED WITH INFORMATION SO OBTAINED. NO EXTRA COSTS WILL BE ALLOWED FOR PREFABRICATION OF ANY MATERIALS WHICH ARE INCORRECTLY FABRICATED WITHOUT SUCH COORDINATION.
2. THE GENERAL CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL PROTECTIONS AS REQUIRED BY GOVERNING AUTHORITIES, AND SHALL PROVIDE AND MAINTAIN PERMANENT OR TEMPORARY COVERED PASSAGEWAYS, BARRICADES OR OTHER STRUCTURES AS REQUIRED BY LAW OR AS REQUIRED IN ORDER TO PROTECT THE PUBLIC.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL OBSTRUCTIONS IN THE AREAS OF CONSTRUCTION, UNLESS SPECIFIED TO BE REMOVED BY OTHERS.
4. THE GENERAL CONTRACTOR SHALL MAKE SUCH EXPLORATIONS AND PROBES AS ARE NECESSARY TO ASCERTAIN ANY REQUIRED PROTECTIVE MEASURES BEFORE PROCEEDING WITH DEMOLITION AND REMOVAL GIVE PARTICULAR ATTENTION TO SHORING AND BRACING REQUIREMENTS SO AS TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION.
5. THE GENERAL CONTRACTOR SHALL SHORE AND/OR UNDERPIN EXISTING WORK AS REQUIRED TO SAFELY INSTALL NEW WORK. THIS WORK SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR & NO ACT, DIRECTION OR REVIEW OF ANY SYSTEM OR METHOD BY THE ARCHITECT SHALL CHANGE OR AFFECT THE CONTRACTOR'S RESPONSIBILITY IN THIS MATTER.
6. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT THE SITE & REPORT ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
7. ALL WORK SHALL COMPLY WITH ALL FEDERAL, STATE & LOCAL CODES & REGULATORY AGENCIES HAVING JURISDICTION IN THIS AREA.
8. ALL SECTIONS, DETAILS, MATERIALS, METHODS, ETC. SHOWN OR NOTED ON ANY PLAN OR SECTION SHALL APPLY TO ALL OTHER SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.
9. DEMOLITION, REMOVAL AND ALTERATION WORK SHALL BE AS SHOWN ON THE DRAWINGS. PERFORM SUCH WORK REQUIRED WITH DUE CARE, INCLUDING SHORING AND BRACING REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY BE CAUSED BY SUCH WORK TO ANY PART OR PARTS OF EXISTING STRUCTURES OR ITEMS DESIGNATED FOR REUSE. PERFORM PATCHING, RESTORATION, AND NEW WORK IN ACCORDANCE WITH APPLICABLE TECHNICAL REQUIREMENTS OF THE SPECIFICATIONS.
10. ASBESTOS CONTAINING MATERIALS (ACMs) ARE TO BE REMOVED WHERE INDICATED ON THIS PLAN AND ON THE ACM TEST REPORT INCLUDED IN THE PROJECT MANUAL. ACMs ARE TO BE REMOVED AND DISPOSED BY A LICENSED ASBESTOS ABATEMENT CONTRACTOR AND IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

THE GENERAL CONTRACTOR SHALL:

1. PROVIDE ADEQUATE FIRE PROTECTION IN ACCORDANCE WITH LOCAL FIRE DEPARTMENT REQUIREMENTS.
2. LOCATE, MARK, PROTECT AND MAINTAIN ALL ACTIVE UTILITIES TO REMAIN. REPAIR OR REPLACE AT NO EXPENSE TO THE OWNER ALL SUCH DISTURBED IN EXECUTION OF WORK. COORDINATE ALL UTILITY WORK WITH UTILITY COMPANIES.
3. BE RESPONSIBLE FOR EXISTING AND/OR NEWLY INSTALLED MECHANICAL AND ELECTRICAL SYSTEM FROM TAKEOVER TO ACCEPTANCE AGAINST WEATHER OR PHYSICAL DAMAGE OR LOSS.
4. CONFINE ALL APPARATUS, THE STORAGE OF MATERIALS AND THE OPERATIONS OF WORKERS TO THE LIMITS INDICATED BY LAW, ORDINANCES, PERMITS OR DIRECTIONS OF OWNER. CONTRACTOR SHALL NOT UNREASONABLY ENCUMBER THE PREMISES WITH HIS MATERIAL AND SHALL ENFORCE PROPER INSTRUCTIONS REGARDING SIGNS, ADVERTISEMENTS, FIRES AND SMOKING. CONTRACTOR SHALL NOT LOAD OR PERMIT ANY PART OF THE STRUCTURE TO BE LOADED WITH A WEIGHT THAT WILL ENDANGER ITS INTEGRITY.
5. SCHEDULE WORK WITH OWNER SO THAT WORK IS DONE AT TIMES WHICH WILL CAUSE MINIMUM INTERFERENCE WITH BUILDING ACTIVITIES.
6. COORDINATE DEMOLITION WORK WITH TRADES THAT WILL PERFORM NEW CONSTRUCTION WORK AND REQUIRED PATCH WORK OF EXISTING CONSTRUCTION IN THE IMMEDIATE AREAS WHERE DEMOLITION WORK IS TO BE DONE. DO NOT PERFORM DEMOLITION WORK UNTIL SUCH TRADES CAN IMMEDIATELY PERFORM THEIR WORK, OR MODIFICATIONS TO EXISTING, SHALL BE EXECUTED BY THE CONTRACTOR PERFORMING THE RESPECTIVE TRADE. THE GENERAL CONTRACTOR SHALL PROPERLY COORDINATE TRADES TO ASSURE PROPER OPENINGS AND OTHER REQUIREMENTS. DAMAGED AREAS SHALL BE PATCHED TO MATCH EXISTING ADJACENT SURFACE.

DEMOLITION KEY NOTES:

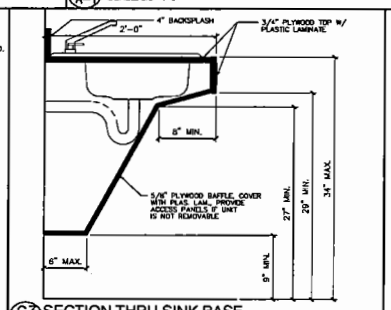
(A) REMOVE EXISTING COUNTERS AND METAL CABINETS WHERE INDICATED.
(B) REMOVE EXISTING UPPER CABINET.
(C) REMOVE EXISTING SINK. SEE PLUMBING DRAWINGS FOR DEMOLITION NOTES.
(D) REMOVE EXISTING LIGHT FIXTURES INDICATED. SEE ELECTRICAL DRAWINGS FOR DEMOLITION NOTES.
(E) REMOVE EXISTING REFRIGERATOR.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION & FIELD VERIFYING ALL EXISTING CONDITIONS. CONTRACTOR SHALL REVIEW ALL CONST. DOCUMENTS (ALL DISCIPLINES) PRIOR TO THE START OF CONST. & REPORT ANY DISCREPENCIES TO THE ARCHITECT FOR CLARIFICATION.
2. ALL DIMENSIONS ARE NOMINAL UNLESS OTHERWISE INDICATED.
3. ALL DOORS IN NEW WALLS SHALL HAVE A 4" JAMB @ THE HINGE SIDE, UNLESS OTHERWISE NOTED.
4. IN ALL CASES MAINTAIN A 18" CLEAR SURFACE ADJACENT TO LATCH ON PULL SIDE OF DOORS & AN 12" CLEAR SURFACE ADJACENT TO LATCH ON PUSH SIDE OF DOORS IF DOOR IS PROVIDED WITH A CLOSER.
5. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL JURISDICTION'S REGULATIONS AND THE NC STATE BUILDING CODES.
6. MOUNT ROOM IDENTIFICATION & DIRECTIONAL SIGNAGE WITH RAISED CHARACTERS & BRAILLE 60" AFF TO THE CENTER OF SIGN ON THE LATCH SIDE OF DOORS.
7. FIELD VERIFY ALL DIMENSIONS.
8. GEN. CONTRACTOR SHALL COORDINATE ALL ARCHITECTURAL DRAWINGS W/ WORK OF OTHER DISCIPLINES.
9. PROVIDE ADEQUATE BLOCKING FOR ALL WALL MOUNTED EQUIP.
10. PROVIDE ABC FIRE EXTINGUISHER(S) AS REQUIRED BY NCSBC. VERIFY SIZE, TYPE, QUANTITY AND LOCATIONS WITH LOCAL FIRE MASHALL PRIOR TO INSTALLATION.

WALL LEGEND:

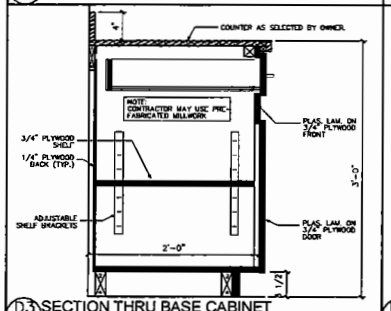
1. INDICATES NEW WOOD OR METAL STUD WALLS W/ 5/8" GYP.BD. EACH SIDE, STUDS @ 16" O.C.
2. INDICATES EXISTING ELEMENTS TO REMAIN.
3. INDICATES WALL OR ITEM TO BE REMOVED.



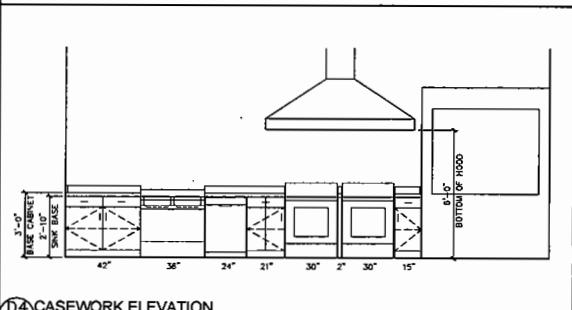
C3 SECTION THRU SINK BASE
A-1 SCALE: 3/8"=1'-0"

KITCHEN EQUIPMENT SCHEDULE

NO.	QUANTITY	DESCRIPTION	SIZE	MANUFACTURER	MODEL #	REMARKS
1	1	SINK	36"W X 24"D			SEE PLUMBING DRAWINGS
2	1	DISHWASHER	24"W X 24"D X 34"H			AS SELECTED BY OWNER
3	1	STOVE	30"W X 24"D X 36"H			AS SELECTED BY OWNER
4	1	STOVE W/ DBL. OVEN	30"W X 24"D X 36"H			AS SELECTED BY OWNER
5	1	HOOD	84"W X 48"D @ 72"AFF	CAPTIVE AIRE OR EQUAL		AS SELECTED BY OWNER
6	1	REFRIGERATOR	33"W X 27"D X 66"H			AS SELECTED BY OWNER
7	1	FLAT SCREEN TV	72" DIAG.			AS SELECTED BY OWNER



D3 SECTION THRU BASE CABINET
A-1 SCALE: 1 1/2"=1'-0"



D4 CASEWORK ELEVATION
A-1 SCALE: 3/8"=1'-0"

STEPHEN T. BAXTER
ARCHITECT, PLLC
8133 Holly Forest Road
Wake Forest, North Carolina 27587
Phone: (919) 819-1536

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Seals

Issued Date: 02/25/20
Consultants

No.	Revision	By
1	Per Meeting w Contractor	10/26/2020
2	Addenda Bldgs	12/15/2020
3	Addenda Bldgs	01/04/2021

10090 A-1.dwg
Title Sheet
Drawn By
Client/ Project
Granville County
NC COOPERATIVE EXT. TRAINING KITCHEN ALTERATION
Sheet Title
DEMOLITION PLAN & PROPOSED FLOOR PLAN
Project No.
19060
Scale
AS NOTED
Sheet No.
A-1

Granville County
Tax Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: November 6, 2023
Title: **Spatialest Comper Products**

PURPOSE:
To consider entering into a contract with Spatialest Inc. for their Comper Products.

BACKGROUND:
In January 2024 the tax office will be sending out change of value notices Countywide. With market values being at an all-time high we feel Spatialest's Comper Pro and Comper Citizen would be a helpful tool for our real property appraiser and taxpayers alike. Comper Citizen will allow taxpayers to view their property alongside similar nearby sales reducing and managing appeals. Comper Pro helps validate assessment information, improves accessing sales and property information all in one place verses searching on multiple sites.

No other company offers this service, so no other quotes were obtained.

Costs for year one will be:
Comper Pro - $16,000 Comper for Citizens - $5,950 Total: $21,950
Each year will be:
Comper Pro - $10,000 Comper for Citizens - $5,950 Total: $15,950

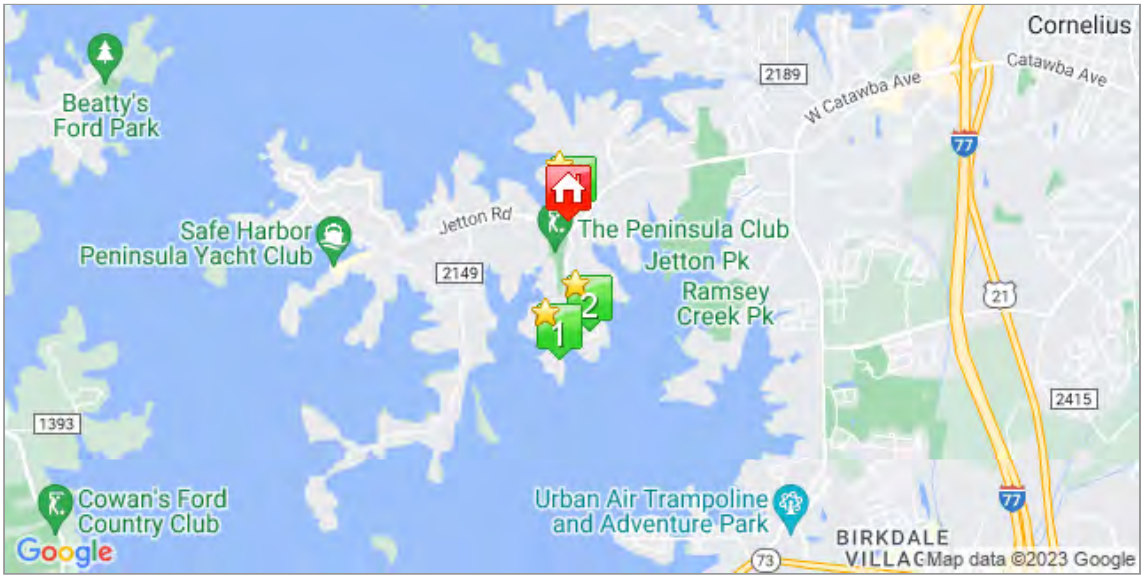
FUNDING:
First year 10-8540-125 (Revaluation Reserve) 10-4145-399 subsequent years.

RECOMMENDATION:
The Tax Administrator recommends approving entering in an agreement with Spatialest.

ATTACHMENTS:
Example of what Comper for Citizens will look like to taxpayers.
Comper for Citizens example from Dare County
Example of Comper Pro (for tax appraiser) sales analysis

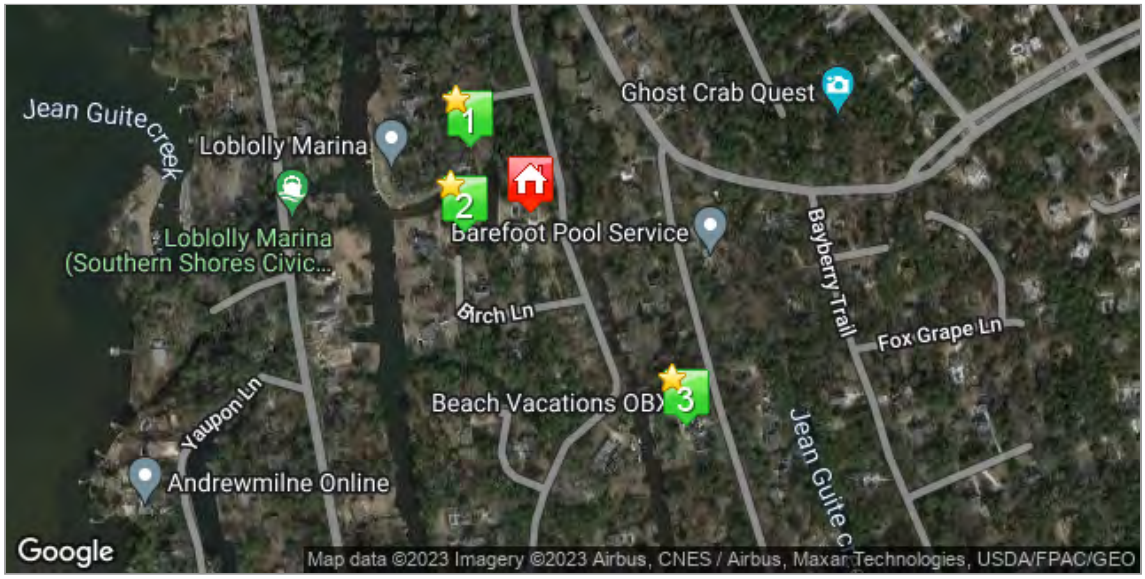
ACTION TAKEN:

Comparable Report: 18001 PENINSULA CLUB DR CORNELIUS



	Subject	Comp #1	Comp #2	Comp #3
				
	00168166	00166227	00166116	00168209
	18001 PENINSULA CLUB DR CORNELIUS	18216 MAINSAIL POINTE DR CORNELIUS	18224 PENINSULA CLUB DR CORNELIUS	18115 SUNSET COVE LN CORNELIUS
Distance	N/A	0.75 miles	0.6 miles	314 ft
Sale Price	$2,025,000	$2,297,500	$2,275,000	$2,100,000
Sale Date	8 Sep 2022	5 Apr 2022	9 Nov 2022	20 May 2021
Neighborhood	A131	A131	A131	A131
Finished Area	4,110 Sqft	4,139 Sqft	4,869 Sqft	4,522 Sqft
Full Baths	4	3	4	4
Bedrooms	5	4	5	5
Exterior Wall	STUCCO, HARDCOAT	STUCCO, HARDCOAT	STUCCO, HARDCOAT	STUCCO, HARDCOAT
Building Type	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL
Actual Year Built	1993	1992	1993	1998
Finished Garage	574 SqFt	796 SqFt	808 SqFt	815 SqFt

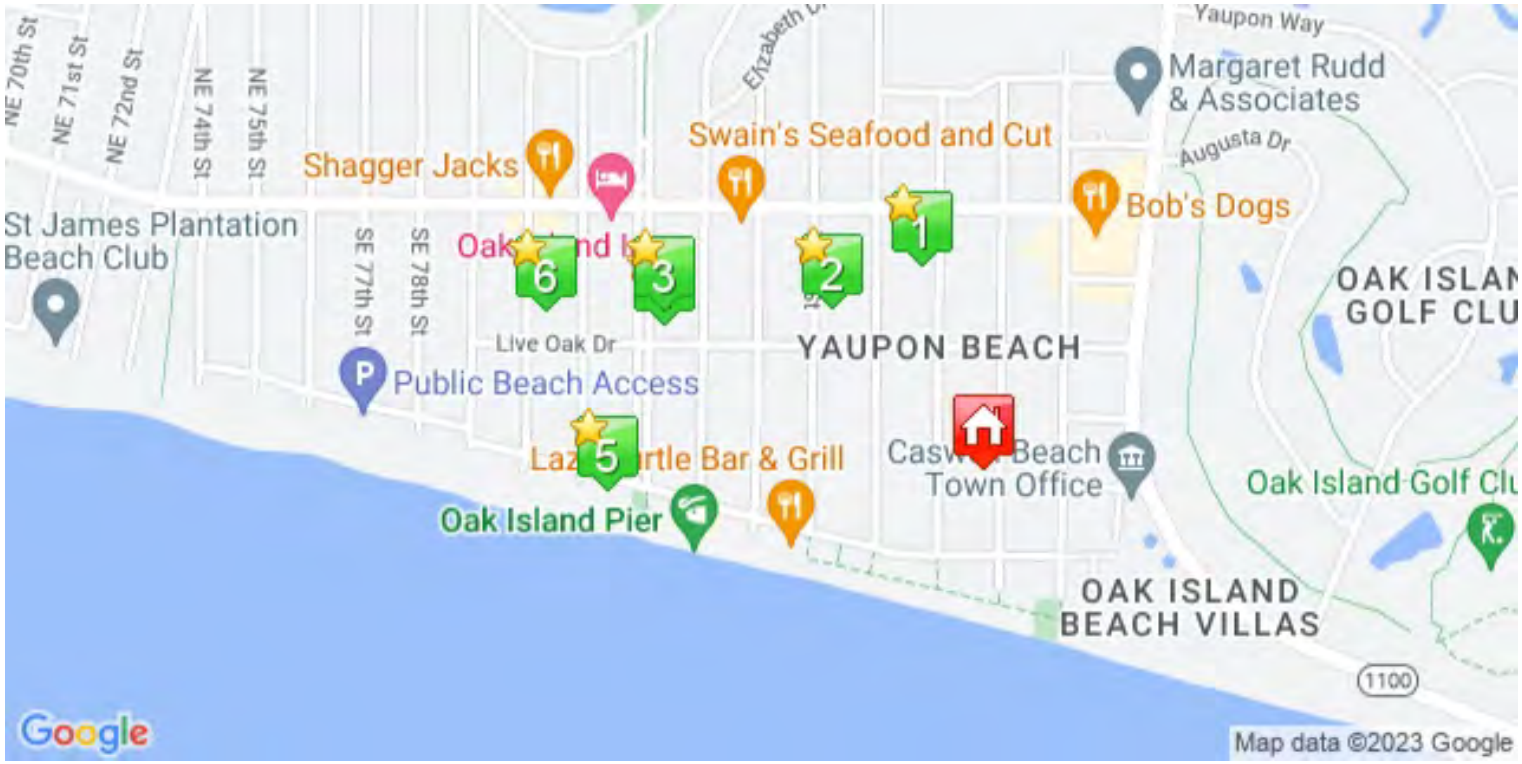
Comparable Report: 173 HOLLY TRL



	Subject	Comp #1	Comp #2	Comp #3
				
	021739001	021737000	021743000	022018000
	173 HOLLY TRL	2 LOBLOLLY DR	6 BIRCH LN	157 BEECH TREE TRL
Distance	N/A	317 ft	247 ft	941 ft
Sale Price	$1,325,000	$1,100,000	$1,000,000	$1,110,000
Sale Date	10/16/2021	05/22/2023	03/21/2022	10/27/2022
Property Type	0100-SINGLE FAMILY RESIDENTIAL	0100-SINGLE FAMILY RESIDENTIAL	0100-SINGLE FAMILY RESIDENTIAL	0100-SINGLE FAMILY RESIDENTIAL
Year Built	2017	1995	1987	2004
Total Living Area	3,698 SqFt	3,254 SqFt	3,793 SqFt	3,919 SqFt
Land Type	CANAL FRONT	CANAL FRONT	CANAL FRONT	CANAL FRONT
Land Area	31,500 SqFt	35,000 SqFt	27,000 SqFt	23,000 SqFt
District	SOUTHERN SHORES	SOUTHERN SHORES	SOUTHERN SHORES	SOUTHERN SHORES
Neighborhood	20150004-DUCKWOODS GOLF AREA	20150004-DUCKWOODS GOLF AREA	20150004-DUCKWOODS GOLF AREA	20150004-DUCKWOODS GOLF AREA
Total Value	$857,400	$628,000	$576,700	$716,000
Bedrooms	4	4	4	4
Baths	4	3	2	5
Half Baths	2	1	1	1
Apprsd OBY Value	$99,600	$68,000	$84,300	$37,700

209 SELLERS ST OAK ISLAND 28465 OAK ISLAND

250FE006_C



Grid Estimate:
$531,600
(Moving Average)
Min: $493,500
Max: $610,400

	Subject	Comp #1		Comp #2		Comp #3	
							
Address	209 SELLERS ST OAK	311 MERCER ST OAK		304 TROTT ST OAK		302 BARBEE BLVD	
ID	250FE006_C	250CJ005_C		250CJ032_C		250CL013_C	
Sale Price/Date	$525,000 / 19 Aug 2021	$469,000 / 6 Jan 2022		$467,500 / 14 Mar 2022		$375,000 / 6 Aug 2021	
Distance	-	1,167 ft		1,212 ft		1,955 ft	
Sale Date	19 Aug 2021	6 Jan 2022	$103,200	14 Mar 2022	$84,200	6 Aug 2021	$120,000
Land Value	$255,000	$255,000	$0	$318,750	$-63,750	$255,000	$0
Quality Code	03	03	$0	03	$0	03	$0
Eff Yr Built	1990	1998	$-17,100	1978	$17,900	1995	$-5,900
Heated Area	1,140 Sqft	1,279 Sqft	$-6,900	1,292 Sqft	$-7,600	1,034 Sqft	$5,300
Baths	1	2	$-4,500	1	$0	1	$0
Half Baths	0	0	$0	0	$0	0	$0
Garage	N/A	528	$0	N/A	$0	N/A	$0
Obxf Value	$480	$380	$0	$0	$500	$1,340	$-900
Total Adjustment		Net:16% Gross:28%	$74,700	Net:7% Gross:37%	$31,250	Net:32% Gross:35%	$118,500
Adjusted Sale Price			**$ 543,700**		**$ 498,750**		**$ 493,500**

Grid Estimate:
$531,600
(Moving Average)
Min: $493,500
Max: $610,400

	Subject	Comp #4		Comp #5		Comp #6	
							
Address	209 SELLERS ST OAK	820 LIVE OAK DR OAK		907 OCEAN DR OAK		302 CROWELL ST	
ID	250FE006_C	250CL014_C		250FG018_C		250CM017_C	
Sale Price/Date	$525,000 / 19 Aug 2021	$499,000 / 12 Aug 2021		$720,000 / 5 Jan 2022		$576,500 / 7 Oct 2021	
Distance	-	1,922 ft		2,072 ft		2,561 ft	
Sale Date	19 Aug 2021	12 Aug 2021	$159,700	5 Jan 2022	$158,400	7 Oct 2021	$161,400
Land Value	$255,000	$318,750	$-63,750	$560,000	$-305,000	$255,000	$0
Quality Code	03	03	$0	03	$0	04	$-47,800
Eff Yr Built	1990	2000	$-18,000	1987	$4,800	2012	$-70,700
Heated Area	1,140 Sqft	1,046 Sqft	$4,700	1,024 Sqft	$5,800	1,240 Sqft	$-5,000
Baths	1	1	$0	2	$-4,500	2	$-4,500
Half Baths	0	1	$-3,000	0	$0	0	$0
Garage	N/A	N/A	$0	N/A	$0	N/A	$0
Obxf Value	$480	$0	$500	$0	$500	$0	$500
Total Adjustment		Net:16% Gross:50%	$80,150	Net:-19% Gross:67%	$-140,000	Net:6% Gross:50%	$33,900
Adjusted Sale Price			**$ 579,150**		**$ 580,000**		**$ 610,400**

Granville County
Tax Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Jenny Griffin
Department:	Tax Administration
Date:	November 6, 2023
Title:	**2024 Revaluation Public Update**

PURPOSE:
To assist the public with understanding the 2024 revaluation and schedules of values, standards, and rules.

BACKGROUND:
North Carolina General Statute §105-286 requires each county to reappraise all real property in the county at least once every eight years. Granville County is on a six-year cycle.

With real estate sales at an all-time high, tax values will increase. Public outreach is necessary.

RECOMMENDATION:
Just for informational purposes.

ATTACHMENTS:
Revaluation Information

ACTION TAKEN:

2024 Revaluation Information

Tax Department

11/6/2023

Recap October 16, 2023

- Prediction of large increase in values for 2024 Revaluation.
- Submission of Schedule of Values, Standards, and Rules to the Board of County Commissioners.
- Published public hearing on the proposed SOV in the Oxford Ledger and Butner Creedmoor News

Schedules of Values, Standards, and Rules

- Contain all base rates to be applied against property and/or property characteristics.
- Takes into consideration location, year built, type of construction, etc.
- Dwelling classes range from mansions, and A grade through E grade homes.
- A dwelling value would depend on the class, heated & non-heated square feet, number of bathrooms, type of foundation, and physical condition.

Why Must We Have A Revaluation?

- Required by North Carolina General Statute 105-286; all real property must be reappraised at least once every eight years.
- Keeps Taxable real estate values closer to current market values.
- Reestablishes the fairness of the tax burden between properties, which typically change in value at different rates by location and property type.

As Property Values Change

- It's not practical to try and match the tax values with the continuous fluctuations in the market values
- Revaluation is the process of re-setting the tax values at a specific point in time.
- Each property owner is paying taxes according to the value of their particular property as of the date of revaluation.





Example of Sales After 2018 Revaluation

This property is in Dutchville Township

- Tax Value $138,248
- Sold 11/26/2018 $167,000
- Sold 6/7/2022 $270,000



Example of Sales After 2018 Revaluation

This property is in Brassfield Township

- Tax Value $337,718
- Sold 7/24/2018 $318,000
- Sold 6/6/2023 $550,000



Examples of Sales After 2018 Revaluation

This property is located in Oak Hill Township

- Tax value $39,307
- Sold 10/24/2018 $24,000
- Sold 2/21/2019 $119,000



Example of Sales After 2018 Revaluation

This property is in Fishing Creek Township

- Tax Value $283,446
- Sold 2/16/2018 $380,000
- Sold 3/6/2020 $375,000
- Sold 2/7/23 $560,000



Example of Sales After 2018 Revaluation

This property is in Sassafras Fork Township

- Tax Value $143,349
- Sold 5/20/21 $222,000
- Sold 12/29/21 $240,000

What If Real Estate Market Changes?

- Sales study will be conducted until December 31, 2023
- When the Schedules of values, standards, and rules for appraising real property and present use are approved and values change; a market adjustment will be added.

Important Dates Required By General Statute

November 20, 2023:

- Consideration of the Schedule of Values adoption by the Board of County Commissioners.

November 23rd, 30th, December 7th, & 14th:

- Advertise adoption of the Schedule of Values.

December 21, 2023:

- Last day to appeal the Schedule of Values to the State Property Tax Commission.

Questions?

Granville County
Emergency Management
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Jason Reavis
Department:	Emergency Management
Date:	November 6, 2023
Title:	**Message Boards Purchase with Awarded Grant Fund**

PURPOSE:
To consider the purchase of two (2) message boards with awarded Homeland Security Grant funds

BACKGROUND:
Granville County Emergency Management has two (2) message boards that are beyond end of life. Currently one is out of service and parts are not available to repair the other one when needed. These message boards were purchased in 2013 with Homeland Security Grant funds made available through Domestic Preparedness Region 4 (DPR-4).

At the November 21, 2022 Board of Commissioners Meeting, the Board approved application and acceptance of a no-match Domestic Preparedness Region Grant through the Homeland Security Grant Program, in the amount of $31,854.56, to purchase two (2) new message boards.

We were recently awarded the grant. This request is for the expenditure of those grant funds for the two (2) new message boards.

RECOMMENDATION:
The Emergency Management Director and the Emergency Management Coordinator recommend the purchase of two (2) message boards from K&K Systems with awarded grant funds not to exceed the amount of $31,854.56.

FUNDING:
Homeland Security DPR-4 grant funds. This is a no-match, reimbursement grant.

ATTACHMENTS:
3 quotes
Memorandum of Agreement

ACTION:

Quotes for Dipper 4 Grant
11 Message Boards 4

K&K Systems

Systems

QUOTATION

687 Palmetto Road
Tupelo, MS 38801
www.k-ksystems.com

email: a.vinson@k-ksystems.com
Phone: 662-566-2025
Fax: 662-566-7123 TollFree: 888-414-3003

Quotation #: Q230927AV-2
Quotation Date: 9/27/2023
Customer Type: Your Cost

Customer Contact: Jason Reavis
Quote Valid: 45 days
Prepared by: Andrew Vinson

Bill To:		Ship To: (Must be filled out Completely)	
Name:	Jason Reavis	Name:	Jason Reavis
Company Name:	City of Granville	Company Name:	City of Granville
Street Address:	P.O. Box 598	Street Address:	5662 Cornwall Road
Address 2:		City, ST ZIP Code	Oxford, NC 27565
City, ST ZIP Code	Oxford, NC 27565	Tel and/or Cell:	919-603-1310
Tel:	919-603-1310	Days open to Deliver:	MON - FRI
Cell:		Hours to Deliver:	8:30 AM - 5 PM
Fax:		Is Forklift Available:	NO
email:	jason.reavis@granvillecounty.org	email:	jason.reavis@granvillecounty.org

Product

Model #	Description	Base Price
MB14281	Solar Powered, Portable Changeable Message Sign.Capable of three lines of alphanumeric 18" high text and graphics/animations, all LED display, self contained on board computer, multiple alphanumeric fonts, powder coat paint system. Display is 142" x 81", with hydraulic style trailer. Supports 100 plus predefined messages (text and graphics) and supports user customizable messages. System comes standard with four (4) 100 amp 12-volt batteries (totaling 400 12V amps) and 140 watts of solar.	$15,731.33

Packaging K&K Delivers — —

Options and Accessories - PER UNIT

QTY per Unit	Description	Price Each	Price per Unit
-			

Special Notes
Discount 10% off MSRP per - (NCSA) Heavy Equipment Bid 24-08-0421, Item 3341

FOB:	Tupelo, MS 38801	Per System Total:	$15,731.33
Delivery (weeks):	6-12 Weeks	Total QTY of Systems: 2	$31,462.66
Warranty:	1 year limited warranty, Factory Depot	Total Shipping Costs:	INCLUDED
		Taxes: 0.00%	
		GRAND TOTAL:	$31,462.66
Sales Person Signature:	Andrew Vinson	Work Order#	
Sales Manager Signature:	Timothy Keith	Client PO#	

Please note: The above specifications and quotation does not include shipping, permits, or taxes unless otherwise stated. The freight charge is an approximate estimate for your reference; the actual charge may vary.There will be an additional 3% charge on all credit card orders unless otherwise stated
**Lead-time committed is based on the date Purchase Order is received by K&K Systems and deposit made and/or credit approved. Lead time is not based on the date quoted.*

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The Lightbox Shop

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2 item(s) - $40,726.00

LED LIGHTBOX SEG FABRIC FRAMES TRADE SHOW DISPLA DIRECTIONAL SIGNS OUTDOOR SIGNS DIGITAL DISPLAYS RESOURCES

Home » Shopping Cart

Shopping Cart (3,160.00lb)

Image	Product Name	Model	Quantity	Unit Price	Total
	**Mini Three Line Message Sign Solar Traffic Trailer** Solar Power Options: 170 Watt Lift Options: Hydraulic Lift Batteries: Add two 6V Batteries Radar: No Radar	WVT3-A	2	**$20,363.00**	**$40,726.00**

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Use Gift Voucher

Estimate Shipping & Taxes

zendesk chat



Type your message here

Total: **$40,726.00**

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About Us	Delivery Information	Trade Show Displays	Call us: (844) 544-4829
Contact Us	Reviews	Outdoor Signs	Email us:
Privacy Policy	Site Map	Directional Signs	service@lightboxshop.com
Terms & Conditions	Sign Mounting	Digital Displays	407 Wekiva Springs Rd. Ste 207 Longwood, FL 32779

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TRANSSUPPLY

Estimate

Transportation Supply LLC

1401 Lavaca Street
#40
Austin, TX 78701

Date 9/27/2023

Estimate # 7084

Name / Address
5662 Cornwall Rd Oxford, NC 27565

P.O. #
Terms

SKU	Description	Qty	Rate	Total
SMC1000STN	Construction Traffic Message Boards - Large Construction Traffic Message Boards No Additional Features Needed	2	$17,995.00	$35,990.00
Shipping	Trailer Products	1	$3,300.00	$3,300.00
Tax	Tax	1	$2,652.08	$2,652.08

Total: $41,942.08

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Homeland Security Grant Program (HSGP)

Fiscal Year 2023

AL#: 97.067
Grant #: EMW-2023-SS-000??

Memorandum of Agreement (MOA)

between

RECIPIENT
State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT
Granville County
104 Belle St
Oxford, NC 27565-
Tax ID/EIN #: 566000303
UEID #: DAZ3PRU8U4J5

MOA #: 2340020
Cost center: 1502-7A38-3H13

Award amount: $31,854.56
Period of performance (POP): September 1, 2023 to February 28, 2026

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: https://www.fema.gov/grants/preparedness/homeland-security. This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to Homeland Security Planning, Operations, Equipment, Training and Exercises. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to meeting DHS National Priorities as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2023 HSGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. **Program Authorization and Regulations**
This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603), (2) Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328) , (3) FY 2023 HSGP NOFO, (4) applicable FEMA Grant Programs Directorate Information Bulletins, and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.
The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Projects managed by RECIPIENT (NCEM) on behalf of SUBRECIPIENT - Return of Funds**
___ By initialing, SUBRECIPIENT requests that RECIPIENT (NCEM on behalf of State of North Carolina) retains all funds awarded to SUBRECIPIENT under this grant. SUBRECIPIENT desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. SUBRECIPIENT relieves itself from the requirements set forth in this MOA with respect to all funds returned to RECIPIENT. NCEM agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT, if SUBRECIPIENT checks this box.

4. **Assignment of Funds by SUBRECIPIENT to Designated Third Party (not NCEM)**
___ By initialing, SUBRECIPIENT agrees to assign all funds awarded under this grant to a third party:

By signature of this MOA (at DESIGNATED THIRD PARTY on signatory page), the designated third party agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT.

5. **Funding**
All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2023 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agent (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

6. **Funding Eligibility Criteria**
Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program.

Local government entities are defined in N.C.G.S. 159-44 as: "*counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts*." Federally recognized tribes are also included as eligible local government pass-through entities per the FY23 HSGP NOFO.

Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program.

SUBRECIPIENT must:

A. Be established as a state agency or as a local government entity as defined above by appropriate resolution/ordinance.

B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from http://www.sam.gov.

C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be

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contingent on the information provided in SAM; therefore it is imperative that the information is correct, and that an active SAM registration is properly maintained.

D. Complete any procurement(s) and expenditures no later than 02/28/2026.

E. Submit requests for reimbursement (RFR) with all required documentation attached. Requests for reimbursement will not be processed unless/until annual progress report submissions are current. See paragraph 8.C. below.

7. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/26, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 09/01/23 - 02/28/26. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount $31,854.56. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.

B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 37 below regarding compliance.

8. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. SUBRECIPIENT must:

i. Complete any procurements, expenditures, and receipt of goods or services within the POP.
ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7A38-3H13 in the North Carolina Accounting System (NCAS). See SUBRECIPIENT paragraph 11.G .

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (hsgp@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):

i. W-9 (09 NCAC 03M .0202)

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ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
v. SUBRECIPIENT Procurement Policy

C. Annual Progress Reports. Provide annual progress reports to RECIPIENT (hsgp@ncdps.gov) using the Annual Progress Report form (Attachment 2) by: 07/31/24; 07/31/25; and, with final RFR submitted per SUBRECIPIENT paragraph 11.G. below.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP no further annual reports are required.

D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the NCSR, administered by the MS-ISAC, during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Three NCSRs are required as follows, even if the project is completed prior to 2026:

- The first NCSR for 2023 is required to be completed between 10/01/2023 and 02/28/2024.
- The second NCSR for 2024 is required to be completed between 10/01/2024 and 02/28/2025.
- The third NCSR for 2025 is required to be completed between 10/01/2025 and 02/28/2026.

9. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

10. Scope of Work

SUBRECIPIENT shall implement the HSGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

A. Annual reports, per paragraph 8.C. above.

B. Annual NCSR, per paragraph 8.D. above.

C. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.

D. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.

E. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).

F. Training course roster, description and syllabus.

G. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:

i. Name and address of the vendor or establishment providing the product or service.
ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
iii. Date product received or service provided.
iv. Itemized description of all products or services.
v. Unit price of products or services (if applicable).
vi. Total amount of eligible expenditures.
vii. Copy of executed contract/subcontract agreement (if applicable).

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viii. Proof of payment of expenses associated with the project.

H. Any other documentation requested by RECIPIENT.

11. Responsibilities

RECIPIENT:

A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.

B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.

C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.

D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide reimbursement request forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 11.G.).

SUBRECIPIENT:

A. This MOA must be signed and returned to RECIPIENT within 30 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.

B. SUBRECIPIENT shall expend FY 2023 HSGP funds in accordance with the FY2023 HSGP NOFO, the grant application, and this MOA.

C. Procurement.

i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.

ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2023 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2023 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.

iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the "Mini-Brooks Act", G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

v. Conflicts of Interest. See paragraph 11.M.iii. below.

vi. Complete all procurement by February 28, 2026.

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D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

G. Requests for Reimbursement (RFR). Submit RFR for items or services received to: hsgp@ncdps.gov. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2023 HSGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT's central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.

i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.
ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity.
ii. Award letter, MOA, and supporting attachments.
iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
iv. Audit findings and corrective action plans.

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J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant.
ii. Property and equipment purchased with HSGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.

K. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT (hsgp@ncdps.gov) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of $5,000 may be retained but may not be transferred or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value. This applies for the lifetime of the equipment purchased with federal grant funds, even if the federal grant is closed.

L. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.

M. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in

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Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.

N. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2023 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2023 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

O. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance. See paragraph 16. below.

P. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words "Funded by US Department of Homeland Security".

Q. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2023 HSGP NOFO and Subaward Notification.

R. DHS Standard Terms and Conditions
SUBRECIPIENT must comply with all applicable provisions of the FY23 DHS Standard Terms and Conditions (Attachment 5). This applies to all new federal financial assistance awards funded in FY23. These terms and

conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY23 DHS Standard Terms and Conditions is housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

S. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY23 DHS Standard Terms and Conditions (Attachment 4) incorporated by reference herein, for the performance of the activities.

Documentation required

i. A complete accounting of how all grant funds were used.
ii. A Certification stating the funds were used for the purpose appropriated.
iii. A closeout letter indicating that the approved scope of work is complete.
iv. Any other closeout documentation requested by RECIPIENT.
v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

T. Provide a list at project closeout to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair as applicable, and Branch Office of all items purchased through this grant. This information is to be reported on the "Grant- Funded Typed Resource Report" (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTLT): https://rtlt.preptoolkit.fema.gov/Public

12. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

13. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports**. Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

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https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

15. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined $750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. must:

A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.

B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.

C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined $500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

16. Construction and Renovation, and Infrastructure Projects

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to hsgp@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, subrecipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, subrecipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act,

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including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

B. Build America, Buy America Act (BABAA)

If funding from this grant program is used for an "infrastructure" project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the *Build America, Buy America Act* (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at $250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to *FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.*

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

17. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

18. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point(s) of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contacts shall be: Assistant Director for Homeland Security, Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point(s) of contact shall be the person(s) designated by SUBRECIPIENT in the approved application (Attachment 1), unless otherwise specified by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

19. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

20. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA.

If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 11.G. above. A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions, and restrictions of the FY2023 HSGP NOFO referenced herein.

21. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

22. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

C. Telecommunications or video surveillance services provided by such entities or using such equipment; or

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.***FEMA Policy #405-143-1***Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

23. Divestment and Do-Not-Contract Rules

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The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using HSGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

24. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

25. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

26. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be

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subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.Guidance for Department-Supported Organizations to Provide Meaningful Access to People with Limited English Proficiency | Homeland Security CRCL announced that DHS has published new Guidance for Subrecipients of DHS financial assistance in the Federal Register.

G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

H. Rehabilitation Act of 1973
Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

I. Whistleblower Protection Act
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

27. Assurance of Compliance with Privacy Act
SUBRECIPIENT agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to

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accomplish a DHS function.

B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

28. Best Practices for Collection and Use of Personally Identifiable Information
Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

29. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

30. Term of this Agreement
Regardless of actual execution date, this MOA shall be in effect from the start of the POP on 09/01/2023 to the end of the POP.

31. Statement of Assurances
SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (hsgp@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

32. Situs
This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

33. Other Provisions/Severability
Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

34. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

35. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

36. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2026. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 20223 HSGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

37. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2023 HSGP NOFO referenced in paragraph 2. above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

38. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 09/01/2023 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

39. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Scope of Work
- Attachment 2 Annual Progress Report Form
- Attachment 3 Grant-Funded Typed Resource Report
- Attachment 4 DHS Standard Terms and Conditions
- Attachment 5 Required Subrecipient File Documentation
- Attachment 6 NCEM Communications Branch Memo
- Attachment 7 Subrecipient Monitoring

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AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

By: William Ray **Date:** 10/23/2023 | 15:27:12 EDT

William C. Ray, Director & Deputy Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

For SUBRECIPIENT:

By: Steve McNally **Date:** 10/24/2023 | 14:38:53 PDT

By: Drew Cummings **Date:** 10/24/2023 | 17:39:43 EDT

By: _____ **Date:** _____

Approved as to Form:

By: Will Polk **Date:** 10/17/2023 | 16:21:35 EDT

William Polk, Deputy General Counsel
Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the DHS Homeland Security Grant Program

Granville County
Emergency Management
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Jason Reavis
Department:	Emergency Management
Date:	November 6, 2023
Title:	**Continuity of Operations Plan Update (COOP)**

PURPOSE:
To update the Granville County Continuity of Operations Plan (COOP) by requesting the Board's approval by resolution of adoption of the updated plan and signing of an updated promulgation statement.

BACKGROUND:
On October 2, 2017, the Granville County Board of Commissioners adopted the Granville County Continuity of Operations Plan (COOP) and signed a COOP Promulgation Statement. The purpose of Continuity Planning is to ensure that the County can continue to operate and provide continued services known as Mission Essential Functions during a crisis or disaster. The COOP outlines mission essential functions and identifies critical facilities, equipment, and records. It also establishes lines of succession as well as alternate facilities.

Since the adoption of the initial plan, there have been updates to county policies and restructuring of county departments. The COOP needed to be updated to reflect these changes. The update began approximately a year ago with participation and input from all Department Heads, County Administration, and the County Attorney.

One such change was the addition of a Deputy County Manager, which affects the line of succession of the County Manager. Additionally, updated wording has been incorporated in portions of the plan to reflect current county policies.

RECOMMENDATION:
The Emergency Management Director and the Emergency Management Coordinator recommend that the Granville County Board of Commissioners sign a Resolution to Adopt the updated Granville County Continuity of Operations Plan as well as sign the updated Promulgation Statement.

ATTACHMENTS:
Granville County Continuity of Operations Plan
Promulgation Statement
Resolution to Adopt Granville County Continuity of Operations Plan

ACTION:

Promulgation Statement

The mission of Granville County is to provide its residents with an array of services to enhance their quality of life, through a responsive, effective, and efficient local government. Granville County provides: Health and Public Safety, Human and Social Services, Environmental Management, Education, Recreation and Cultural Opportunities, and Economic Development. To accomplish this mission, Granville County must ensure its operations are performed efficiently with minimal disruption, especially during an emergency. This document provides planning and program guidance for implementing the Granville County Continuity of Operations Plan and programs to ensure the organization can conduct its essential missions and functions under all threats and conditions.

Key Granville County personnel who are activated under this plan are collectively known as Continuity Personnel. Upon plan activation and arrival, continuity personnel will establish an operational capability and perform mission essential functions within 12 hours from the time of the activation of the Continuity of Operations Plan, for up to a 30-day period or until normal operations can be resumed.

This plan is developed in accordance with guidance provided in the National Continuity Policy Implementation Plan; Continuity Guidance Circular 1 (CGC 1), Continuity Guidance for Non-Federal Governments (States, Territories, Tribes, and Local Government Jurisdictions), dated July 2013; Continuity Guidance Circular 2 (CGC 2), and Continuity Guidance for Non-Federal Governments, dated October 2013.

The Granville County Continuity of Operations Plan was originally adopted in 2017. With updates to the plan including lines of succession of the County Manager and updated county policy language, a plan update was adopted in 2023.

_____

Mr. Russ May

Chairman

Granville County Board of Commissioners

Resolution to Adopt
Continuity of Operations Plan (COOP) Update

WHEREAS, Granville County has found that a local Continuity of Operations Plan is essential in order to minimize potential disasters and their effects, provide for effective local responses when disasters occur, and facilitate local recovery, AND

WHEREAS, the Granville County Board of Commissioners further has found that local Continuity of Operations Plan constitutes an essential part of the countywide disaster preparedness program and that without continuity of operations planning, no county government can be fully effective, AND

WHEREAS, North Carolina General Statute 166A-19.15.(f)(2)states that each political subdivision is authorized to direct and coordinate the development of emergency management plans and programs in accordance with the policies and standards set by the Division, consistent with federal and State laws and regulations. Granville County Emergency Management, in cooperation with other county departments and agencies, has updated the Continuity of Operations Plan (COOP),

NOW THEREFORE BE IT RESOLVED, that the Granville County Commissioners hereby adopts the 2023 Granville County Continuity of Operations Plan (COOP) update.

Adopted this the _____ of _____, 2023.

_____
Russ May, Chairman

ATTEST:

_____
Debra A. Weary
Clerk to the Board

Granville County, North Carolina

Continuity of Operations Plan

Security and Privacy Statement

This document is For Official Use Only. Portions of the Plan contain information that raises personal privacy or other concerns, and those portions may be exempt from mandatory disclosure under the Freedom of Information Act (see 5 United States Code §552, 41 Code of Federal Regulations Part 105-60) and North Carolina General Statute § 132-1.7.b Public Records. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with County Policy and is not to be released without prior approval of the County Manager to the public or other personnel who do not have a valid "need to know".

Some of the information in this Plan, if made public, could endanger the lives and privacy of employees. In addition, the disclosure of information in this plan could compromise the security of essential equipment, services, and systems of Granville County or otherwise impair its ability to carry out essential functions. Distribution of the Continuity of Government Plan in whole or part is limited to those personnel who need to know the information to successfully implement the plan.

Promulgation Statement

The mission of Granville County is to provide its residents with an array of services to enhance their quality of life, through a responsive, effective, and efficient local government. Granville County provides: Health and Public Safety, Human and Social Services, Environmental Management, Education, Recreation and Cultural Opportunities, and Economic Development. To accomplish this mission, Granville County must ensure its operations are performed efficiently with minimal disruption, especially during an emergency. This document provides planning and program guidance for implementing the Granville County Continuity of Operations Plan and programs to ensure the organization can conduct its essential missions and functions under all threats and conditions.

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The Granville County Continuity of Operations Plan was originally adopted in 2017. With updates to the plan including lines of succession of the County Manager and updated county policy language, a plan update was adopted in 2023.

_____

Mr. Russ May

Chairman

Granville County Board of Commissioners

Introduction

Granville County is vulnerable to a host of hazards, including flooding, tornados, hazardous materials spills, droughts, civil unrest, terrorism, transportation disasters, and disease pandemics. This Continuity of Operations Plan (COOP) is designed to ensure that Granville County and its departments and agencies can continue performing essential functions and to facilitate an orderly recovery following any disaster – no matter the disaster event. The goal of this COOP is to have a corporate level document that supplements the County's Emergency Operations Plan and departmental Business Continuity Plans to aid the County government and individual departments in resuming day-to-day core services and essential functions following a disaster, including the preservation of life, property, the environment, and the economy.

Continuity of Operations Plan

The Continuity of Operations Plan (COOP) was developed with the input of the individual Granville County departments and constitutional offices on their Mission Essential Functions (MEF), dependencies and interdependencies, vital records, resource availability, and resource needs. These were analyzed on a County-wide level, and priorities have been identified so that County resources can be most efficiently allocated after an incident through reconstitution. A concept of operations is included to designate personnel roles and responsibilities, warning conditions, activation decisions, notification procedures, and relocation procedures. Each department in the COOP has designated their order of succession if persons in leadership or other key roles are not available after an incident.

Continuity of Government Plan

The Continuity of Government Plan (COG) is organized to provide guidance on the governing functions necessary for Granville County. The MEFs for the COG are primarily derived from federal directives and state statutes. The COG for Granville County considers an activating event as an emergency that incapacitates the normal functioning of the County Commissioners for any amount of time during which their action may be necessary. The succession plan and delegation of authority are provided based on North Carolina General Statute and guidance from Granville County government.

Plan Management

These COOP and COG plans can be activated for any incident that necessitates their use by one or more county departments. After an incident, the County Manager, or his designee, will lead, direct, and execute the Continuity of Operations, in whole or in part. The County Manager will activate the COOP Plan through notification to the Department Directors and Chairman of the Board of Commissioners. Upon notification, affected departments shall be responsible for implementing and coordinating their Business Continuity Plans including notification of their personnel specified in departmental Business Continuity Plans.

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Annual Review and Record of Changes

The Granville County Continuity of Operations Plan was originally adopted in 2017. This plan, including all annexes and appendices, shall be reviewed annually and may be reviewed when one of the following takes place:

- A formal update of planning guidance or standards;
- A change in county departmental organization;
- A plan activation or major exercise;
- A change in the jurisdiction's demographics, hazard, or threat profile; or
- The enactment of new or amended laws, ordinances, or policy changes.

Change Number	Section	Date of Change	Individual Making Change	Description of Change
1	Record of Distribution	8/15/2023	Robin Edwards EM Coordinator	Added Tourism Director
1	Concept of Operations	8/15/2023	Robin Edwards EM Coordinator	Phase I: Updated alert system and family plan resources Phase II: Updated to reference existing emergency procurement provisions
1	Communications	8/15/2023	Robin Edwards EM Coordinator	Added additional information about communications
1	Budgeting	8/15/2023	Robin Edwards EM Coordinator	Updated where to find GC Strategic Plan
1	Annexes B, C, D, E, F and I	8/15/2023	Robin Edwards EM Coordinator	Updated COOP tables to reflect recent departmental re-structuring, new facilities and other updates
1	Annex G	8/15/2023	Robin Edwards EM Coordinator	Added wording on location of continuity positions table and roster of continuity personnel
1	Annex J	8/15/2023	Robin Edwards EM Coordinator	Updated COOP Activation Declaration
1	Annex L	8/25/2023	Robin Edwards EM Coordinator	Added Annex L: Operational Checklists
1	Throughout Plan	8/25/2023	Robin Edwards EM Coordinator	Updated department names and titles

Record of Distribution

This record of distribution is required distribution at the time any update or revision is made to this plan. Granville County Emergency Management will distribute copies of the Continuity of Operations Plan on a need-to-know basis. In addition, copies of the Plan will be distributed to other organizations as necessary to promote information sharing and facilitate a coordinated inter-organization continuity effort. Further distribution of the plan is not permitted without approval from the County Manager. Granville County Emergency Management will distribute updated versions of the Continuity Plan annually or as critical changes occur.

Name, Title, and Organization of Receiver	Method of Delivery
County Commissioners	Paper (7)
County Manager	Electronic
Deputy County Manager	Electronic
Clerk to the Board	Electronic
County Attorney	Electronic
Finance Director	Electronic
Human Resources Director	Electronic
Internal Auditor	Electronic
Tax Administrator	Electronic
Facility Maintenance Director	Electronic
Senior Services Director	Electronic
Economic Development Director	Electronic
Veterans Services Director	Electronic
Development Services Director	Electronic
Animal Services Manager	Electronic
Emergency Management Director	Paper/Electronic
Sheriff	Electronic
Register of Deeds	Electronic
Elections Director	Electronic
Cooperative Extension Agency	Electronic
Social Services Director	Electronic
Library System Director	Electronic
Solid Waste Management Director	Electronic
Emergency Communications Director	Electronic
Information Technology Director	Electronic
Parks & Grounds Maintenance Manager	Electronic
Soil Conservation Director	Electronic
NC Forest Service	Electronic
Tourism Director	Electronic

Purpose, Scope, Situation, and Assumptions

Purpose

The mission of Granville County is to provide its residents with an array of services to enhance their quality of life, through a responsive, effective, and efficient local government. Granville County provides: Health and Public Safety, Human and Social Services, Environmental Management, Education, Recreation and Cultural Opportunities, and Economic Development. To accomplish this mission, Granville County must ensure its operations are performed efficiently with minimal disruption, especially during an emergency. This document provides planning and program guidance for implementing the Granville County Continuity of Operations Plan and programs to ensure the organization can conduct its essential missions and functions under all threats and conditions. While the severity and consequences of an emergency cannot be predicted, effective contingency planning can minimize the impact on Granville County's missions, personnel, and facilities.

The overall purpose of continuity planning is to ensure the continuity of the mission essential functions (MEFs) under all conditions. The current changing threat environment and recent emergencies, including acts of nature, accidents, technological emergencies, and terrorist attack-related incidents, have increased the need for viable continuity capabilities and plans that enable organizations to continue their essential functions in an all-hazards environment and across a spectrum of emergencies. These conditions, coupled with the potential for terrorists' use of weapons of mass destruction, have increased the importance of having continuity programs that ensure continuity of essential functions across all levels of government.

Scope

This Continuity of Operations Plan applies to the functions, operations, and resources necessary to ensure the continuation of Granville County's mission essential functions in the event normal operations are disrupted or threatened with disruption. This plan applies to all Granville County personnel and facilities. Granville County staff should be familiar with continuity policies and procedures and their respective continuity roles and responsibilities.

This document ensures Granville County can conduct its essential missions and functions under all threats and conditions, with or without warning.

Situation Overview

A comprehensive and integrated continuity capability will enhance the credibility of Granville County and enable a more rapid and effective response to, and recovery from, an emergency.

Further, continuity planning should assume that organizations will not receive warning of an impending emergency. As a result, a risk assessment is essential to continuity planning.

The county is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Potential hazards (natural, technological and human-caused) for the County are further defined in the Granville County Hazard Mitigation Plan and Granville County Emergency Operations Plan.

Planning Assumptions

This Continuity of Operations Plan is based on the following assumptions:

- Granville County Commissioners will coordinate with the Granville County Manager to effectively implement the COG as necessary.
- Granville County leadership will continue to recognize responsibilities and exercise their authority to implement this COOP in a timely manner.
- An emergency condition may require the relocation of Granville County's Continuity Personnel to an alternate facility.
- Alternate Facilities and Continuity Personnel will support the continuation of Granville County's essential functions by available communications and information systems within 12 hours from the time the Continuity of Operations Plan is activated, for potentially up to a 30-day period or until normal operations can be resumed.

Objectives

The continuity of operations planning objectives for Granville County are:

- Ensuring that Granville County can perform its mission essential functions under all conditions.
- Reducing the loss of life and minimizing property damage and loss.
- Executing a successful order of succession with accompanying authorities in the event a disruption renders Granville County's leadership unable, unavailable, or incapable of assuming and performing their authorities and responsibilities of office.
- Reducing or mitigating disruptions to operations.
- Ensuring there are facilities from where organizations can perform mission essential functions.
- Protecting personnel, facilities, equipment, records, and other assets critical to the performance of essential functions in the event of a disruption.
- Achieving Granville County's timely and orderly recovery and reconstitution from an emergency.
- Ensuring and validating continuity readiness through a dynamic and integrated continuity "Test, Training, and Exercise (TT&E)" program and operational capability.

Security and Privacy Statement

This document is For Official Use Only. Portions of the Plan contain information that raises personal privacy or other concerns, and those portions may be exempt from mandatory disclosure under the Freedom of Information Act (5 United States Code §552, 41 Code of Federal Regulations Part 105-60) and North Carolina General Statute § 132-1.7.b Public Records. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with County Policy and is not to be released without prior approval of the County Manager to the public or other personnel who do not have a valid "need to know".

Some of the information in this Plan, if made public, could endanger the lives and privacy of employees. In addition, the disclosure of information in this plan could compromise the security of essential equipment, services, and systems of Granville County or otherwise impair its ability to carry out mission essential functions. Distribution of the Continuity of Operations Plan in whole or part is limited to those personnel who need to know the information to successfully implement the plan.

Granville County Emergency Management will distribute copies of the Continuity of Operations Plan on a need-to-know basis. In addition, copies of the Plan will be distributed to other organizations as necessary to promote information sharing and facilitate a coordinated inter-organization continuity effort. Further distribution of the plan is not permitted without approval from the County Manager. Granville County Emergency Management will distribute updated versions of the Continuity of Operations Plan annually or as critical changes occur.

Concept of Operations

Phase I: Readiness and Preparedness

Granville County will participate in the full spectrum of readiness and preparedness activities to ensure personnel can continue essential functions in an all-hazard/threat environment. Granville County readiness activities are divided into two key areas:

Organization Readiness and Preparedness

Granville County preparedness incorporates hazard/threat warning systems, which includes:

- NWS/NOAA Radio
- Granville Alert
- EAS/IPAWS/WEA
- Facility Fire Alarm Systems

Staff Readiness and Preparedness

Granville County personnel will prepare for a continuity event and plan for what to do in an emergency. Personnel should also develop a Family Support Plan to increase personal and family preparedness. The www.ready.gov website provides guidance for developing a Family Support Plan and includes a "Get Ready Now" pamphlet that explains the importance of planning.

Granville County continuity personnel (pg. 42-50) (individuals who perform, or will be called on to perform, duties that are critical to the continuity of the Department's mission essential functions) will create and maintain drive-away kits as appropriate. Continuity personnel are responsible for carrying the kits to an alternate facility or pre-positioning the kits at the alternate facility. A typical drive-away kit should contain those items listed in the table below. Granville County will implement the following procedures to maintain currency of the drive-away kits:

- Conducting exercises and having continuity personnel bring kits to alternate facilities.
- Distributing updated materials and supplies.
- Conducting regularly occurring checks of equipment and kits.

The following table lists suggested items for continuity drive-away kit contents.

Drive Away Kit	

• Identification and credit/debit cards
  - Organization ID card
  - Driver's license
  - Organization travel card
  - Health insurance card
  - Personal credit/debit card
• Communication equipment
  - Cell Phone/ Pager
  - Organization cell phone
  - Personal cell phone
• Hand-carried Vital Records
• Continuity of Operations Plan
• Directions to Alternate Facility
• Maps of surrounding area
• Business and leisure clothing
• Flashlight
	• Business and personal contact numbers
	  - Emergency phone numbers and addresses
	• Personal Hygiene Items
	• Chargers/extra batteries for phones, GPS, and laptop
	• Bottled water and non-perishable food (i.e., granola, dried fruit, etc.)
	• Medical needs
	  - List of allergies/blood type
	  - Glasses and contact lenses
	  - Prescription and over-the counter medications, dietary supplements

In addition, Granville County will conduct the following continuity readiness and preparedness activities:

- New Employee Continuity Orientation Training;
- Annual review of Continuity Plans;
- Regularly occurring exercises and equipment test.

Phase II: Activation

To ensure the ability to attain operational capability at alternate facilities and with minimal disruption to operations, Granville County will execute plans to activate, as described in the following sections.

Decision Process Matrix

Based on the type and severity of the emergency situation, the Granville County Continuity of Operations Plan may be activated by one of the following methods:

(1) County Manager, or designated successor, may initiate the Continuity of Operations Plan activation for the entire organization, based on an emergency or threat directed at the organization.

(2) Department Directors, or a designated successor, may initiate the Continuity of Operations Plan activation for their department, based on an emergency or threat directed at their department.

(3) Chairman of the Granville County Commissioners, or designated successor, may initiate the Continuity of Operations Plan activation for the entire organization, based on an emergency and the incapacitation of the County Manager or other County Leadership.

Continuity Plan activation is a scenario-driven process that allows flexible and scalable responses to the full spectrum of all-hazards/threats that could disrupt operations with or without warning and during work or non-work hours. Continuity of Operations Plan activation

will not be required for all emergencies or disruptions, since other actions may be more appropriate.

The decision to activate the Granville County Continuity of Operations Plan and related actions will be tailored for the situation and based on projected or actual impact and if there is warning. To support the decision-making process regarding plan activation, key organization personnel will use the decision matrix below to support that process.

Decision Matrix		
	Work Hours	Non-Work Hours
Event with Warning	• Is the threat aimed at a county facility or surrounding area? • Is the threat aimed at county personnel? • Are employees unsafe remaining in their facility and/or area?	• Is the threat aimed at a county facility or surrounding area? • Is the threat aimed at county personnel? • Who should be notified of the threat? • Is it safe for employees to return to work the next day?
Event Without Warning	• Is a county facility affected? • Are county personnel affected? Have personnel safely evacuated or are they sheltering-in-place? • What are instructions from first responders? • How soon must the county be operational?	• Is a county facility affected? • What are instructions from first responders? • How soon must the county be operational?

As the decision authority, the County Manager will be kept informed of the threat environment using all available means, including the Granville County Emergency Communications Center, mass notification systems, the Emergency Operations Center and State and local reporting channels and news media. The County Manager will evaluate all available information relating to:

(1) Direction and guidance from higher authorities
(2) The health and safety of personnel
(3) The ability to execute mission essential functions
(4) Changes in threat advisories
(5) Intelligence and situation reports
(6) The potential or actual effects on communications systems, information systems, county facilities, and other vital equipment
(7) The expected duration of the emergency situation

Alert and Notification Procedures

Granville County maintains plans and procedures for communicating and coordinating activities with personnel before, during, and after a continuity event.

Before an event, Granville County personnel will monitor advisory information, including county email. In the event normal operations are interrupted or an incident appears to be imminent, Granville County will take the following steps to communicate the organization's operating status with all staff:

(1) The County Manager or designated successor will notify all Department Directors, or designees of the emergency requiring Continuity of Operations Plan activation.
(2) Emergency Management Staff will prepare mass notification system for all county personnel notifications.
(3) Department Directors and Supervisors should prepare to conduct staff phone trees if mass notification system and email are ineffective.
(4) Granville County personnel will notify family members, next of kin, and/or emergency contacts of Continuity of Operations Plan activation.

Upon the decision to activate the Continuity of Operations Plan, Granville County will notify all county personnel, as well as affected and interdependent entities with information regarding continuity activation status, operational and communications status, and the anticipated duration of any relocations. These entities include:

- Alternate facilities and on-site support teams with information regarding continuity activation, relocation status, and the anticipated duration of relocation.
- The Granville County Emergency Operations Center via Granville County Emergency Management and other applicable elements/entities with information regarding continuity activation status, Granville County's alternate facilities, operational and communication status, and the anticipated duration of relocation, if activated.
- All Granville County employees with instructions and guidance regarding the continuity activation.
- All external and partner agencies that rely on Granville County Departments and/or facilities for continuation of their mission essential functions.
- Notification via County Website and Press Releases will be made notifying the public of any county functions that have been temporarily suspended or services that will be relocated.

Relocation Process

Once the Continuity of Operations Plan is activated and personnel are notified, Granville County will relocate continuity personnel and vital records to appropriate Granville County alternate facility(ies), if necessary. Granville County continuity personnel may deploy/relocate to the alternate facility(ies) to perform Granville County's mission essential functions and other continuity-related tasks.

Emergency procedures during work hours with or without a warning will be implemented as follows:

- Continuity personnel, if applicable, will depart to the designated alternate facility from their primary operating facility, if impacted, or current location using county vehicles, privately owned vehicles, and/or transportation arranged by the County.
- Non-continuity personnel present at an impacted primary operating facility or another location will receive instructions from their supervisor. In most scenarios, non-continuity personnel will be directed to proceed to their homes or other Granville County facilities to wait for further guidance.
- At the time of notification, if available, information will be provided regarding safety precautions and routes to use when leaving the primary operating facility.

Emergency procedures during non-working hours with or without a warning will be implemented as follows:

- The COOP Advance Team, made up of representatives from IT, General Services, Administration, Sheriff's Office, Development Services/Inspections, and Emergency Management/Fire Marshal, will deploy to the impacted facility to assess its condition.
- If the facility is determined to not be occupiable, Continuity personnel will depart to the assigned alternate facility from their current location using county or privately-owned vehicles.
- Non-continuity personnel will remain at their residence or other designated facility to wait for further instructions.

Non-continuity personnel may be required to replace or augment continuity personnel during activation. These activities will be coordinated by the County Manager or designee with the replacement staff on a case-by-case basis. Non-continuity personnel will remain available to replace or augment continuity personnel, as required.

Each Department Head will direct their department's non-continuity personnel to remain in place or move to a safer facility until further notice.

In the event of an activation of the Continuity of Operations Plan, Granville County may need to procure necessary personnel, equipment, and supplies that are not already in place for continuity operations on an emergency basis. All state and federal purchasing laws shall remain in effect subject to existing emergency procurement provisions.

Phase III: Continuity Operations

Upon activation of the Continuity of Operations Plan, Granville County will continue to operate at its primary operating facilities until ordered to cease operations by the County Manager or designee. At that time, mission essential functions will transfer to the appropriate alternate facilities. Granville County should ensure that the continuity plan can be operational within 12 hours of plan activation.

The Granville County COOP Advance Team will be first to arrive at the alternate facility to prepare the site for the arrival of the continuity personnel. Upon arrival at the alternate facility, staff will:

- Ensure infrastructure systems, such as power and heating, ventilating, and air conditioning are functional.
- Prepare check-in duty stations for continuity personnel arrival.
- Address telephone inquiries from continuity and non-continuity personnel.
- Set up facilities with necessary workspace, communications, and telecommunications infrastructure and equipment.

As continuity personnel arrive, staff will sign in to ensure accountability. In-processing procedures are conducted at primary and alternate facilities and will include signing in at the facility and checking in or making notification to their primary supervisor. In addition, the County Manager will identify all county leadership available at the alternate facility. Upon arrival at the alternate facility, Granville County continuity personnel will:

- Report immediately to check-in and in-processing
- Receive all applicable instructions and equipment.
- Report to their respective workspace as identified or as otherwise notified during the activation process.
- Retrieve pre-positioned information and activate specialized systems or equipment.
- Monitor the status of Granville County's personnel and resources.
- Continue Granville County's mission essential functions.
- Prepare and disseminate instructions and reports, as required.
- Comply with any additional continuity reporting requirements.
- Notify family members, next of kin, and emergency contacts of preferred contact methods and public information about the incident.

A requirement of continuity personnel is to account for all Granville County personnel. Granville County will use the following processes to account for all personnel:

- Granville County Manager, in coordination with Emergency Management and Department Directors, will utilize the mass notification system, call down trees, and email to communicate with staff.
- Granville County will utilize emergency contacts and law enforcement to attempt contact with personnel that do not respond to the communication methods listed above.
  During continuity operations, Granville County may need to acquire necessary personnel, equipment, and supplies on an emergency basis to sustain operations for up to 30 days or until normal operations can be resumed.

Phase IV: Reconstitution Operations

Within 12 Hours of an emergency relocation, the following individuals will initiate and coordinate operations to salvage, restore, and recover Granville County's primary operating facility after receiving approval from the appropriate State and local law enforcement and emergency services:

- The Development Services Construction Administrator will serve as the Reconstitution Manager for all phases of the reconstitution process.

- During continuity operations, the County Manager should determine the status of the primary operating facilities affected by the event by utilizing all available information. Upon obtaining the status of the facility, the County Manager and Construction Administrator will determine how much time is needed to repair the primary operating facility and/or acquire a new facility. This determination is made in conjunction with General Services and any specialists needed to make the determination (i.e., Engineers, Contractors, etc.). Should Granville County decide to repair the facility, the Construction Administrator has the responsibility of supervising the repair process and should notify the County Manager of the status of repairs, including estimates of when the repairs will be completed.

Reconstitution will commence when the County Manager or other authorized person ascertains that the emergency situation has ended and is unlikely to reoccur. These reconstitution plans are viable regardless of the level of disruption that originally prompted implementation of the Continuity of Operations Plan. Once the appropriate authority has made this determination in coordination with other State, local and/or other applicable authorities, one or a combination of the following options may be implemented, depending on the situation:

- Continue to operate from the alternate facilities.
- Reconstitute the Granville County primary operating facilities and begin an orderly return to the facilities.
- Begin to establish a reconstituted Granville County in another facility or at another designated location.

Before relocating to the primary operating facilities or another facility, the Construction Administrator will conduct appropriate security, safety, and health assessments to determine building suitability. In addition, the IT Director will verify that all systems, communications, and other required capabilities are available and operational, and that Granville County is fully capable of accomplishing all mission essential functions and operations at the new or restored primary operating facilities.

Upon a decision by the Construction Administrator or other authorized person that the primary operating facilities can be reoccupied or that mission essential functions will be reestablished in a different facility:

- The Granville County Manager or other authorized individual should notify the impacted departments and offices when available, and other applicable operations centers with information regarding continuity activation status, the Granville County alternate facilities, operational and communication status, and anticipated duration of any relocations.
- The Construction Administrator will develop space allocation and facility requirements.
- The County Manager will notify all personnel that the emergency or threat of emergency has passed, and actions required of personnel in the reconstitution process using email, mass notification system, and/or phone trees.
- The County Manager will coordinate with the Construction Administrator, General Services, and IT to obtain office space for reconstitution, if the primary operating facilities are uninhabitable.
- The County Manager will develop procedures, as necessary, for restructuring staff.

Upon verification that the required capabilities are available and operational and that Granville County is fully capable of accomplishing all mission essential functions and operations at the new or restored facility, the County Manager, or designee will begin supervising a return of personnel, equipment, and documents to the primary operating facilities or a move to temporary or new permanent primary operating facilities. The phase-down and return of personnel, functions, and equipment will follow the priority-based plan and schedule outlined by the County Manager or designee; Granville County will develop return plans based on the incident and facility within 72 hours of plan activation.

Granville County will continue to operate at its alternate facilities until ordered to cease operations by the County Manager. At that time, mission essential functions will transfer to the primary operating facilities. Granville County has developed plans to instruct personnel on how to resume normal operations as outlined below; Granville County will develop resumption plans based on the incident and facility within 12 hours of plan activation.

- Each department will identify any records affected by the incident. In addition, the department will effectively transition or recover Vital Records and databases, as well as other records that had not been designated as Vital Records, using the plan outlined below; Granville County will develop Vital Records transition and recovery plans based on the incident and facility within 12 hours of plan activation.

When the continuity personnel, equipment, and documents are in place at the new or restored primary operating facilities, the remaining Granville County staff at the alternate facilities or devolution sites will transfer mission essential functions, cease operations, and deploy to the new or restored primary operating facilities. The County Manager will oversee the orderly transition from the alternate facilities of all Granville County functions, personnel, equipment, and records to new or restored primary operating facilities. Human Resources and Finance will develop a process for receiving and processing employee claims during the continuity event, including processing Human Resources claims (such as, Workers' Compensation, compensation for injuries, overtime pay, etc.) and replacing lost or broken equipment.

Granville County will conduct an After-Action Review (AAR) once back in the primary operating facilities or in new primary operating facilities. Granville County Emergency Management is responsible for initiating and completing the AAR and all offices within Granville County will have the opportunity to provide input to the report. The AAR will address the effectiveness of the continuity plans and procedures, identify areas for improvement, document these in the Granville County Corrective Action Program (CAP), and then develop a remedial action plan as soon as possible after the reconstitution. In addition, the AAR will identify which, if any, records were affected by the incident to ensure an effective transition or recovery of Vital Records and databases and other records that had not been designated as Vital Records. AAR and CAP documentation are maintained by Granville County Emergency Management.

Devolution of Control and Direction

Granville County is prepared to transfer and/or suspend all mission essential functions and responsibilities to personnel at a different location should emergency events render leadership or staff unavailable to support the execution of Granville County's mission essential functions. If deployment

of continuity personnel is not feasible due to the unavailability of personnel, temporary leadership of Granville County will devolve to appropriate state and/or local agencies.

Organization and Assignment of Responsibilities

Key staff positions within Granville County, to include individual continuity members, those identified in the orders of succession and delegation of authority, the Granville County Continuity Coordinator, continuity managers, and others possess additional continuity responsibilities. The responsibilities of these key continuity personnel are delineated below.

Position	Responsibilities
County Manager	• Provide strategic leadership and overarching policy direction for the continuity program • Implement the Continuity of Operations Plan when necessary, or when directed by a higher authority • Update and promulgate orders of succession and delegations of authority • Ensure adequate funding is available for emergency operations • Ensure all organization components participate in continuity exercises • Conduct external communications and notification tests
Emergency Management	• Review and Update Continuity of Operations Plan, annually • Develop and lead Continuity of Operations training • Conduct alert and notification tests • Plan and Conduct Continuity of Operations exercises
Department Directors	• Update telephone rosters monthly • Review status of Vital Records, files, and databases
All Personnel	• Be prepared to deploy and support organization essential functions in the event of Continuity of Operations Plan implementation • Provide current contact information to supervisors • Be familiar with continuity planning and know individual roles and responsibilities in the event of Continuity of Operations Plan activation • Participate in continuity training and exercises as directed

Direction, Control, and Coordination

During activation of the Continuity of Operations Plan, the County Manager, or designee, maintains responsibility for control and direction of Granville County. Should the County Manager become unavailable or incapacitated, the organization will follow the directions laid out in Annex F Lines of Succession Delegations of Authority.

The contents and procedures laid forth in this Continuity of Operations Plan are consistent with the direction found in Continuity Guidance Circular (CGC) 1 and the plan is reviewed and vetted by the Granville County COOP Planning Team, Granville County Commissioners, and all Granville County Department Heads to ensure vertical integration within Granville County.

Communications

Granville County has identified available and redundant critical communications systems that are located at the primary operating facilities and alternate facilities. Further, Granville County maintains fully capable continuity communications that support organizational needs during all hazards/threats, to include pandemic and other related emergencies, and considers supporting social distancing operations including telework and other virtual offices.

Internal communications include voice and data systems (VoIP, landlines, fax, email, cell phones and two-way radios) which allows for communications both within the County and with regional partners.

External communications focus on delivery of emergency public information. Through various plans, policies, and procedures, it is the goal of the County to provide coordinated, prompt, reliable, and actionable information to the whole community using clear, consistent, accessible, culturally and linguistically appropriate methods. These messages are designed to effectively relay information regarding any threat or hazard, recommended protective actions and assistance that is available. In addition to traditional methods, including social media, this process may also utilize the Integrated Public Alert and Warning System (IPAWS) and Granville Alert a notification system developed to send citizens emergency information, traffic information, and weather alerts, which is maintained by and accessed through Granville County Emergency Management.

All Granville County's necessary and required communications and IT capabilities should be operational within 12 hours of continuity activation.

Budgeting and Acquisition of Resources

Granville County budgets for and acquires those resources and capabilities essential to continuity of operations. Granville County budgets for continuity resources and capabilities in accordance with applicable directives and provides for the acquisition of those resources necessary for continuity operations on an emergency basis for up to 30 days or until normal operations can be resumed.

Granville County integrates the continuity budget with its long-term strategic plan and links the budget directly to objectives and metrics set forth in that plan. A copy of the strategic plan is found on the county website, wwwgranvillecounty.org, under the Administration page.

For those contracts vital to the support of mission essential functions, Granville County shall use reasonable efforts to provide that contractor statements of work include planning for the provision of staffing, services, and resources during emergency conditions. A list of vital contracts is maintained by each Department responsible for overseeing their respective contracts. During an emergency situation, the Development Services Construction Administrator is responsible for oversight and handling of emergency work by contractors.

Training and Exercise Plan

Granville County has developed a Continuity Training Program that provides for the development, maintenance, and annual review of Continuity capabilities.

The purpose of the Training and Exercise Plan is to demonstrate the operation of equipment and systems that support MEFs using the applicable procedures and processes.

Testing activities are specific to the operability of technical systems and procedures such as communications equipment and networks, alert systems, and information and processing systems. The training portion of the Training and Exercise Plan provides the necessary new or refresher instruction on the County's continuity policies, plans, procedures, and operations, and the collective and individual responsibilities and tasks required to ensure MEFs and operations are sustained during COOP activation.

Exercises are intended to validate continuity capabilities, including notification and implementation, decision making, emergency relocation, order of succession, delegation of authority, reconstitution, and other continuity-related plans and procedures against the standards of a desired continuity capability.

The goal of testing, training, and exercising the Granville COOP is to improve operational readiness. A "no fault" concept applies to all exercises. Exercise evaluation is only intended to identify systemic weaknesses and suggest corrective actions to be taken to enhance readiness.

Plan Development and Maintenance

Granville County Emergency Management is responsible for maintaining the Granville County Continuity of Operations Plan.

The Continuity of Operations Plan, Granville County mission essential functions, and supporting activities, will be reviewed by Granville County Emergency Management and updated annually from the date of publication as part of the maintenance of continuity plans and procedures. Granville County Emergency Management is responsible for the annual plan review and update. In addition, the plan will be updated or modified when there are significant organizational, procedural changes, or other events that impact continuity processes or procedures. Comments or suggestions for improving this plan may be provided to Granville County Emergency Management.

Authorities and References

Authorities

NCGS Chapter 153A – Counties;

NCGS Chapter 162B - Continuity of Local Government in Emergency;

NCGS Chapter 166A – North Carolina Emergency Management Act.

References

Directive 51/Homeland Security Presidential Directive 20, National Continuity Policy, dated May 9, 2007.

Continuity Guidance Circular 1 (CGC 1), Continuity Guidance for Non-Federal Governments (States, Territories, Tribes, and Local Government Jurisdictions), dated July 2013.

Continuity Guidance Circular 2 (CGC 2), Continuity Guidance for Non-Federal Governments: Mission Essential Functions Identification Process (States, Territories, Tribes, and Local Government Jurisdictions), dated September 2013.

FEMA National Preparedness Directorate's Comprehensive Preparedness Guide 101, Developing and Maintaining Emergency Operations Plans, dated November 2010.

Annex A: Mission Essential Functions (MEFs)

Identification of Mission Essential Functions

Granville County has completed the MEF process as identified in Continuity Guidance Circular (CGC) 2 to identify those functions that Granville County must continue.

Organization Mission Essential Functions

Organization MEFs are a limited set of their organizational functions that must be continued throughout, or resumed rapidly after, a disruption of normal activities. Using CGC 2 guidance, Granville County implemented the MEF identification process to identify and prioritize their organizational MEFs. Granville County's MEFs, as validated and approved by the County Manager, are listed below in priority order.

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
1	Emergency Communications (911)	Answer 911 calls for service	Loss of power, or internet	County
2	Emergency Communications (911)	Dispatch and communicate with units responding to emergency's	Radio malfunction natural or from disaster	County
3	Emergency Management	Coordinate Emergency Operations, Request Resources, and Respond to Emergencies.	Unable to communicate with staff or officials due to loss of power, phone service or internet access. Absenteeism	NCGS 166A
4	Sheriff	Law Enforcement	natural disasters manmade and natural, unlawful activity from power failures, etc.	NC Statues
5	Detention	Maintain safety and security of jail		Sheriff
6	IT	Email, Network Connectivity	Unable to communicate with agencies	
7	Facility Maintenance	Maintain Emergency Facilities		
8	Parks & Grounds	Emergency Facilities and Functions		
9	Administration	Public Information Coordination	Loss of power or internet access	
10	Emergency Management	Communicate with elected and appointed officials to include emergency declaration process	Unable to communicate with staff or officials due to loss of power, phone service or internet access. Absenteeism	

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
11	Emergency Management	Communicate emergency information with County Staff, Municipalities and the Public	Unable to communicate with staff or officials due to loss of power, phone service or internet access. Absenteeism	
12	Administration	Communication - Phone (answering and system), Web, Walk-ins	Unable to communicate with staff or officials and the public due to loss of power, phone service or internet access	
13	Animal Management	Protect the citizens from incidence and harm from animals.		GCCO chp 11
14	DSS/Administration	Disaster Shelter Management	Same as all above	S: GS 166A
15	Animal Management	To provide shelter for stray and unwanted animals by providing proper living conditions, basic health care, sanitation, and nourishment.		GCCO chp 11
16	Forestry	Assist cooperating agencies with emergency response (weather, disasters, outbreaks)	Unable to communicate with public, cooperators or officials due to loss of power, phone service or internet access	Cooperative Agreement with Granville County
17	Board of Elections	Coordinate pickup of continuity staff to run Board of Elections office during a filing period, pickup up or copy supplies, receive Campaign Finance Reports by reporting deadline, and move Board of Elections office to a location with power	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 127.1, NCGS 127.2, NCGS 278.9

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
18	Board of Elections	Coordinate pickup of Director and Board Members for swearing-in ceremony for Board Members	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 163-31
19	Board of Elections	Coordinate pickup of Director and Board Members for appointment of Chief Judges and Judge	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 163-41
20	Board of Elections	Coordinate pickup of Director to get to Board of Elections office and approve ballots, or move to location with power to access to phone and/or internet to approve ballots	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 227.3
21	Board of Elections	Coordinate pickup of continuity staff to obtain ballots from vendor, or obtain ballots from Board of Elections office to mail UOCAVA ballots by statutory deadline and publish 100-day notice on our website	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 227.3

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
22	Board of Elections	Coordinate pickup of Director and four poll workers of equal parties to conduct a required sample audit count before canvass	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	182.1(b)(1)
23	Board of Elections	Coordinate pick up of poll workers/supplies for One-Stop sites, operating or moving the One-Stop sites, and coordinate pickup of continuity staff to run Board of Elections office	Unable to communicate with staff or officials due to loss of power, phone service or internet access, damage to One-Stop site and supplies, or inclement weather	NCGS 127.1 & NCGS 127.2
24	Board of Elections	Coordinate pickup of poll workers for Election Day, operating or moving the polling places, and coordinate pickup of continuity staff to run the Board of Elections office	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 127.1 & NCGS 127.2
25	Board of Elections	Coordinate pickup of continuity staff to accept any protests for any election or conduct any required hearings	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 182.9

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
26	Board of Elections	Coordinate pickup of Director, Board Members, and four poll workers of equal parties to duplicate ballots, if necessary for mandated absentee board meetings to count absentee ballots	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 234
27	Board of Elections	Coordinate pickup of continuity staff and poll workers to receive recount request and/or conduct a recount or move to location that has power. However, voting equipment cannot be connected to a generator.	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 182.7, 163-89, 163-82.10
28	Board of Elections	Coordinate pickup of continuity staff, Board, and four poll workers of equal party to canvass the election, including counting of votes, including write-in votes, recording voter history, and processing Provisionals. The four poll workers would have to count write-in votes and duplicate any ballots that would not go through the voting machines.	Unable to communicate with staff or officials due to loss of power, phone service or internet access, or damage to One-Stop site and supplies, or inclement weather	NCGS 182.5
29	DSS	Adult Placement Services (Adults at Risk for Out of Home Placement)	Same as all above	F:SSBG Plan; S GS 143B-153; A 10A NCAC 71C, 10 NCAC 71R,.0103(a)(6), .0919,.0104(1), 0506(3), and 0101(3)

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
30	DSS/CW - CPS	Child Protective Services: including Intake, Investigations, Assessments and Treatment.	Unable to communicate with staff, officials and/or clients due to loss of power and telephone service.	F: Titles IV-B, IV-E, XX of the Social Security Act., Child Abuse Prevention & Treatment Act (PL 93-247), Keeping Children Safe Act of 2003 (PL 108-36); 105-89 S: GS 7B; A: 10A NCAC 70A
31	Family Care	Family Care and Life Sustainability	Family source of income could be disrupted permanently if not addressed in a timely manner	UNK
32	DSS/Adult Services	Individual & Family Adjustment Services; includes Guardianship Services	Same as all above	F:SSBG Plan; S:GS 143B-153; GS 35A;A: 10A NCAC 71R .0103(a)(10), .0910,.0104(4)(b),.0405(d),.0401(18);.0506(11), & 10A NCAC 71bB AND 10A NCAC 71F
33	DSS	Medicaid Transportation Priority		

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
34	Solid Waste Management	Chapter 130A of the North Carolina General Statutes requires counties to provide adequate disposal for municipal solid waste and to recycle in accordance with the goals established in the County's Solid Waste Management plan. Granville County achieves this through two methods: (1) operation of seven fully staffed convenience/recycling centers, and (2) negotiation and maintenance of a collection franchise that ensures the availability of residential, commercial and industrial collection services at a uniform rate throughout the County. The Director of Environmental Programs investigates illegal dumping, coordinates recycling efforts, and works with schools and businesses to promote recycling.	Unable to communicate with staff or officials due to loss of power, phone service or internet access	Chapter 130A
35	DSS/FNS	Food & Nutrition Services (FNS): Intake, eligibility determination, food replacement, recertification…	Insufficient on-site staffing resources.	F: Entitlement- 7 USC 2011; 7 CFR 271.4; Public Law 110-246; et al…; S: 108A-25;

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
36	Board of Elections	Coordinate pickup of Director and continuity staff and/or provide access to computer to process registrations, including new, NCOA, confirmation and verification cards during an election and mail verification cards during One-Stop within two days of voting. We also need to transmit notices required for each election including change in polling place, election notice, transfers, One-Stop, recounts, absentee board meetings, etc. These must be transmitted to the media, published on our website, and posted in the courthouse, and BOE office.	Unable to communicate with staff or officials due to loss of power, phone service or internet access, damage to One-Stop site and supplies, or inclement weather	NCGS 133
37	Senior Services	Deliver meals to the homebound	Fuel Crisis	
38	IT	Departmental Server / Storage	Unable to complete departmental functions	
39	Inspections	To provide damage assessment for safe occupancy and/or restore electrical and gas services.	Unable to communicate with staff or other officials due to loss of power / telephone / internet. Transportation disruptions preventing travel throughout county.	
40	DSS/Adult Services	In-Home Aide Services (Case Management & Counseling)	Same as all above	F:SSBG Plan; S GS 143B-153; A 10A NCAC 71R .0103(a)(11), 0911,.0101(19),,.0201(3)(b), .0506(16); 10A NCAC 06A; 10A NCAC 06X

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
41	DSS/Medicaid - Adult	State/County Special Assistance Program (SA)	Same as all above	F:20 CFR 416.2001-2099;S GS 108A-25; GS 108A-40-47.1 A 10A NCAC 71P
42	DSS/Medicaid	Medicaid Eligibility	Facilities are uninhabitable due to damage or inaccessibility.	F: Title XIX and Section 1634 of the Social Security Act; 42 CFR 430-460; S: GS 108A Part 6; GS 108A-79; GS 108A-80; A: 10A NCAC 21, 10A NCAC 22F
43	DSS/CW - Foster Care	Foster Care Assistance (Services)	the inability to travel due to inclement weather.	F: Titles IV-E, IV-B, XX of the Social Security Act; CAPTA (PL 93-247); S: GS 108A-48, GS 108A-49; 45 GS 143B-153, 2; A: 10A NCAC 70D
44	DSS/Medicaid	Medicaid Transportation - Not Priority	Same as all above	F: 45 CFR 431.53
45	Finance	Keep the financial records of the County	Unable to communicate with staff or officials due to loss of power, phone service or internet access	NCGS 159
46	NC Cooperative Extension	Conduct crop and livestock damage assessments following disaster events	Unable to make assessments due to flooded roads, power outages, loss of phone and/or internet service	Smith-Lever Act
47	Emergency Management	Fire Investigations	Absenteeism	
48	Animal Management	Investigate all exposures to potentially Rabid animals and respond accordingly.		NCGS 130a-196

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
49	Inspections	Enforce State and local laws, ordinances, and regulations relating to the construction or renovation of buildings and/or building services.	Unable to communication with staff, public, or other officials due to loss of power / telephone / internet.	153A-352
50	Senior Services	Provide transportation	Fuel Crisis	
51	NC Forest Service	Assist county fire departments with detection, control, and prevention of wildfire	Unable to communicate with public, cooperators or officials due to loss of power, phone service or internet access	NCGS 106-898
52	Tax Administration	Employ staff to aid in the processes to list, appraise and assess all properties in the county and to collect the tax levy, license and fees as charged by the governing board for the county and five municipalities	Power outage, loss of internet and telephone service	NCGS 105-296; 350
53	Facility Maintenance	Facility Maintenance		
54	Finance	Account for County payroll records and issue paychecks	Unable to communicate with staff or officials due to loss of power, phone service or internet access	NCGS 159
55	Finance	Pay debts of the County	Unable to communicate with staff or officials due to loss of power, phone service or internet access	NCGS 159
56	DSS/Child Day Care	Subsidized Child Care Program	Same as all above	F: Federal Child Care and Development Fund: 45 CFR Parts 98 and 99; APA; S: GS 110-107; A: 10A NCAC 10

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
57	Emergency Management	Fire and Life Safety Inspections	Absenteeism	
58	Emergency Management	Disaster preparedness, recovery and mitigation activities	Unable to communicate with staff or officials due to loss of power, phone service or internet access. Absenteeism	
59	DSS/LIEAP	L I H E A P (Crisis Intervention Program-CIP)	Same as all above	F: LIHEAP BG Plan, Public Law 97-35; S: GS 108A-25; A: 10A NCAC 71V
60	Human Resources	Maintain employee personnel records		
61	Senior Services	Keep the senior centers open	Loss of power, phone service, or internet access	NCGS 166A
62	DSS/CW - Foster Care	Interstate/Intercountry services, including ICPC	Same as all above	F: Public Law 103-432, 108-36, 105-89, 109-239, 42-USC 675(5) (A) & (C), 42-ISC 622 (b)12; S: GS 7B-28, GS 7B-38, GS 143B-153; A: 10A NCAC 70C
63	DSS/Adult Day Care	Day Care Services for Adults	Same as all above	F: SSBG Plan; S: GS 143B-153, GS 131D-6, A: 10A NCAC 06P, 10A NCAC 06Q, 10A NCAC 06R, 10A NCAC 06S, 10A NCAC 06T, 10A NCAC 71R, 0101(7), .0201(3)(b), .0506(14), .0903

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
64	DSS/Work First	Work First Program	Same as all above	F: TANF BG Plan; Title IV-A of the Social Security Act; Personal Responsibility and Work Opportunity Act of 1996; Deficit Reduction Act of 2005, 42 USC 601 et. Seq.; Public Law 104-193
65	DSS/CW - Foster Care	Licensure of maternity homes, child-placing agencies, family foster homes, therapeutic foster homes and residential childcare facilities	Same as all above	F: Titles IV-B, IV-E, XX of the Social Security Act., Social Security Act Title IV-E, Section 470 et seq; as amended; S: GS 131D, Article 1A; GS 143B-153; A: 10A NCAC 70 E, F, G, H, I ,K, & L.
66	Register of Deeds	Record Real Estate Documents, Issue and Record Marriages, Birth, Deaths and Military Discharges, Administer Notary Oaths,	Power and Internet outages	
67	Register of Deeds	Maintain and store all recorded documents and make available to the public	Internet outage, flooding, fire	
68	Finance	Collect and account for funds from other County departments and outside entities and deposit	Unable to communicate with staff or officials due to loss of power, phone service or internet access	NCGS 159
69	Planning	Enforce State and local laws, ordinances, and regulations relating to zoning, flood plain, and watershed.	Unable to communicate with staff or other officials due to loss of power / telephone / internet.	153A-342

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
70	Addressing/GIS	Provide maps & addressing information	loss of power or internet access	
71	Finance	Prepare Annual Budget	Unable to communicate with staff or officials due to loss of power, phone service or internet access	NCGS 159
72	Emergency Management	Fire Marshal Permits	Absenteeism	
73	DSS/Administration	Coordination of services/programs	Same as all above	
74	DSS/Administration	Work Permits	Same as all above	S: GS 95-25.5
75	Social Services	Programs & Services below are required by State and Federal Law	To Land, Labor, Capital, Clients	F=Fed/S=State/A=Admin Rule
76	DSS/Adult Services	Protective Services for Adults	Cyber-attack or loss of contact to state support computer systems due to State IT issues.	F:SSBG Plan; S:GS 108A Article 6 & 6A; GS 143B-153;A: 10A NCAC 71R .0103(a)(12), .0915,.0104(3),.0401(1), .0506(5), & .0101(25); 10A NCAC 71A
77	NC Cooperative Extension	Provide food safety instruction to the public	Unable to communicate with staff, officials, or clients due to loss of power, phone service or internet access. Unable to travel due to poor road conditions.	Smith-Lever Act

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
78	Economic Development	Coordinate with local Industries/Business information of County/Municipal Updates	Unable to communicate due to loss of telephone, internet	
79	Soil and Water District	Engage Granville County residents in the conservation and stewardship of our natural resources.	Limited ways of communication if internet and phone system are down with both the division of Soil and Water and local landowners.	
80	DSS/Medicaid - Health Choice	North Carolina Health Choice for Children (SCHIP)	Same as all above	F: Title XXI of the Social Security Act; 45CFR 457; S: GS 108A Part 8; GS 108A-79, GS 108A-80
81	DSS/CW - Foster Care	Adoption/Adoption Assistance	Same as all above	F: Title IV-B; IV-E, XX of the Social Security Act, Public Law 96-272, 99-514, 103-382,106-385, 105-89, 106-169, 109-171; S: GS 108A-49 & 50; A: 10A ncac 70M .0500 - Out of State Adoption Fees.
82	DSS/CW - CPS	Child Medical Evaluations	Same as all above	S: (Required as part of CPS investigations; GS 7B-300, et. Seq.)
83	DSS/CW - Foster Care	Family Preservation and Support Services (Safe and Stable Families Program and Community Based Child Abuse Prevention)	Same as all above	F: IV-B, Subpart 2 of the Social Security Act, Adoption and Safe Families Act (PL 105-89) CAPTA (PL 111-320); S: GS 143-152,10-15
84	DSS/CW - CPS & Foster Care	Child Welfare Training	Same as all above	S: GS 131D-10 6A

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
85	DSS/Child Support	Child Support Enforcement: Intake, establish paternity, secure orders, establish support, etc.…	Agency's five vehicles inoperable due to mechanical or electrical problems or damage conditions	F: Title IV-D of the Social Security Act; 45 CFR Chapter III 300-308, 42 USC 1673-6103-6 S: GS 50.52c, GS 110-128 through GS 110-142; A: 10A NCAC 71T .0101-0104
86	NC Cooperative Extension	Conduct informal educational programming for Agriculture and Horticulture- Farmers and Landowners	Unable to communicate with staff, officials, or clients due to loss of power, phone service or internet access. Unable to travel due to poor road conditions.	Smith-Lever Act
87	NC Cooperative Extension	Conduct informal educational programming for Families and Consumers	Unable to communicate with staff, officials, or clients due to loss of power, phone service or internet access. Unable to travel due to poor road conditions.	Smith-Lever Act
88	DSS/FNS	Food and Nutrition Services (Employment and Training)	Same as all above	F: PL 99-198; 99 stat. 1354-1660 (Food Security Act of 1985); CFR 273.7(C)(8); S: 108A-25
89	DSS/FNS	Access Outreach/Food & Nutrition Services Nutrition Education (Optional)	Same as all above	F: 7 CFR 277.11; 7CR 227
90	DSS/Administration	Voter Registration	Same as all above	F: National Voter Registration of 1993; S: GS 163.82.20

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
91	DSS/LIEAP	L I H E A P (Low Income Energy Assistance Program)	Same as all above	F: LIHEAP BG Plan; Public Law 97-35, lieap Act of 1981 as amended; The Omnibus Budget Reconciliation Act of 1981; Energy Policy Act of 2005, Public Law 109-58 S: GS 108A-25; A: 10A NCAC 71V
92	DSS/Administration	Fishing License	Same as all above	S: GS 113-351(d); A: 15A NCAC 10C.0216
93	Water Quality	Inspect forest operations for compliance with water quality rules	Unable to communicate with public and contractors due to loss of power, phone and internet access	MOU with Division of Land Resources
94	Animal Management	Protect animals from abuse and neglect.		GCCO chp 11
95	NC Forest Service	Detect and suppress forest pest and disease outbreaks	Unable to communicate with public and contractors due to loss of power, phone and internet access	NCGS 106-923
96	Internal Audit	Plans and Executes Audits	communication with departments due to loss of power, phone and internet access	
97	Internal Audit	Conduct Reviews of Functional Activities	communication with departments due to loss of power, phone and internet access	

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
98	Internal Audit	Examine and Analyze accounting records	communication with departments due to loss of power, phone and internet access	
99	NC Cooperative Extension	Conduct youth education via the 4-H program	Unable to communicate with staff, officials, or clients due to loss of power, phone service or internet access. Unable to travel due to poor road conditions.	Smith-Lever Act
100	Library	Provide Access to water electricity, bathroom facilities & internet to public and personnel	Loss of power, phone service or internet access	
101	Internal Audit	Conduct Reviews of County Policies	communication with departments due to loss of power, phone and internet access	
102	Tourism Authority	promote the economic growth of the county through tourism promotion by attracting visitors and providing recreational, historical and cultural opportunities.	communication can be delayed due to loss of power, phone service or internet access, but can be done remotely	NCHB 1748
103	Parks	Park and Grounds		
104	Parks	Maintain Granville Athletic Park to standards that are safe, attractive, and accessible to the citizens of Granville County.		

Mission Essential Functions (MEF)				
Priority	**Department/ Division**	**MEF**	**Possible Disruptions**	**Authority**
105	Parks	Maintain surrounding grounds in Granville County that are safe and nice looking for the citizens as well and keep grounds to buildings accessible at all times.		

Annex B: Continuity Positions

To continue its mission essential functions, Granville County has determined the staff positions necessary to relocate under Continuity of Operations Plan activation. A copy of the current positions is found below. Each department is responsible for maintaining roster currency and ensuring personnel are matched against needed positions.

Each continuity position is selected by their department based upon:

- The predetermined mission essential functions that must be performed, regardless of the operational status of Granville County's primary operating facilities
- The positions' knowledge and expertise in performing these essential functions
- The positions' ability to rapidly deploy to the relocation site in an emergency situation

Continuity Personnel	
Department/Division	**Position Title**
Addressing/GIS	Coordinator
Administration	County Manager
Administration	Deputy County Manager
Administration	Clerk to the Board/ Executive Assistant
Administration	PIO/Grant Development Specialist
Animal Management	Animal Control Supervisor
Animal Management	Animal Control Supervisor
Animal Management	ACO
Animal Management	ACO
Animal Management	ACO
Animal Management	ACO
Animal Management	Senior Administrative Assistant
Animal Management	Shelter Supervisor
Animal Management	Shelter Attendant
Animal Management	Shelter Attendant
Board of Elections	Director
Board of Elections	Deputy Director
Board of Elections	Elections Specialist
Board of Elections	Elections Specialist
Detention	Administrator
Detention	Captain
Detention	Captain
Detention	Sgt

Continuity Personnel	
Department/Division	**Position Title**
Detention	Sgt
Detention	Maintenance
Detention	Admin Assistance
Detention	Chaplin
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Booth
Detention	Bailiff
Detention	Bailiff
Detention	Bailiff
Detention	Bailiff
Detention	Bailiff
Detention	Bailiff
Detention	Sgt
Detention	Sgt
Detention	Cpl
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Sgt
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer
Detention	Officer

Continuity Personnel	
Department/Division	**Position Title**
Development Services	Director
DSS/ADM	CO SS DIRECTOR
DSS/ADM	COMP SYS ADMIN I
DSS/ADM	ADMIN OFFICER II
DSS/ADM	ACCT TECH III
DSS/ADM	ACCT TECH II
DSS/CPS	SW I/A & T
DSS/CPS	SW I/A & T
DSS/CPS	SW SUPRV III
DSS/CPS	SW I/A & T
DSS/CPS	SW I/A & T
DSS/CPS	SW II - INTAKE
DSS/CSE	CSAII
DSS/CSE	CSA I
DSS/CSE	CSA II
DSS/CSE	CSA II
DSS/CSE	CSA III - LD WKR
DSS/CSE	CSA II
DSS/CSE	CS SUPRV II
DSS/CSE	CSAII
DSS/CSE	CSA II
DSS/CSE	CSA II
DSS/CSE	CSA II
DSS/CSE	CSA II
DSS/CSE	CSA II
DSS/FC/AD	SW III
DSS/FC/AD	SWII
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW III
DSS/FC/AD	SW SUPRV III
DSS/FC/AD	SW III

Continuity Personnel	
Department/Division	**Position Title**
DSS/FC/AD	SW III
DSS/FC/AD	SW II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II
DSS/TEAM-1	P ADMIN.
DSS/TEAM-1	IMC I II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II - LD WRK
DSS/TEAM-1	IMC III - LD WKR
DSS/TEAM-1	IMCII
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC II
DSS/TEAM-1	IMC-II
DSS/TEAM-1	IMC-11
DSS/TEAM-1	IMC-II
DSS/TEAM-1	IMC-II
DSS/TEAM-1	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMCII
DSS/TEAM-2	IMC II
DSS/TEAM-2	IMC I
DSS/TEAM-2	IMC I
DSS/TEAM-2	IMC II
DSS/TEAM-2	IM SUPRV II
DSS/TEAM-2	IMC II
DSS/TEAM-2	IM SUPRV II

Continuity Personnel	
Department/Division	**Position Title**
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IM SUPRV II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-3	IMC II
DSS/TEAM-4	IMC III
DSS/TEAM-4	IMC III
DSS/TEAM-4	IMC III
DSS/TEAM-4	IMC III
DSS/TEAM-4	IM SUPRV II
DSS/TEAM-4	IMC II
DSS/TEAM-4	IMC III - LD WKR
DSS/TEAM-4	IMC III
DSS/TEAM-4	IMC III
DSS/TEAM-4	IMI III
DSS/TEAM-5	IMC II
DSS/TEAM-5	IMC II
DSS/TEAM-5	IMC II
DSS/TEAM-5	IM ADMIN I
DSS/TEAM-5	HUMAN SERVICE
DSS/TEAM-5	SW II - CDC
DSS/TEAM-5	HUMAN SERVICE
DSS/TEAM-5	SW II - CDC
DSS/TEAM-5	IMC II
DSS/TEAM-5	STAFF DEVELOP
DSS/TEAM-5	HUMAN SERVICE EVAL/PLAN
Economic Development	Director
Economic Development	Economic Development Specialist
Economic Development	Administrative Assistant
Emergency Communications (911)	Director
Emergency Communications (911)	Operations Manager
Emergency Communications (911)	Shift Supervisor

Continuity Personnel	
Department/Division	**Position Title**
Emergency Communications (911)	Shift Supervisor
Emergency Communications (911)	Shift Supervisor
Emergency Communications (911)	Shift Supervisor
Emergency Communications (911)	Lead Telecommunicator
Emergency Communications (911)	Lead Telecommunicator
Emergency Communications (911)	Lead Telecommunicator
Emergency Communications (911)	Lead Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Communications (911)	Telecommunicator
Emergency Management	Director
Emergency Management	Fire Marshal
Emergency Management	Deputy Fire Marshal
Emergency Management	EM Coordinator
Emergency Management	Safety Specialist
Facility Maintenance	Facility Maintenance Director
Facility Maintenance	Facility Maintenance Mechanic
Facility Maintenance	Facility Maintenance Worker
Finance	Director
Finance	Assistant Director
Finance	Accounts Payable Specialist
Finance	Payroll Specialist
Finance	Accountant
Human Resources	Director
Inspections	Chief Inspector
Inspections	Sr. Admin Specialist
Inspections	Inspector III
Inspections	Inspector II
Inspections	Inspector I
Inspections	Inspector I
Inspections	Inspector I

Continuity Personnel	
Department/Division	**Position Title**
Internal Auditing	Internal Auditor
Library	South Branch Manager
Library	Stovall Branch Manager
Library	Berea Branch Manager
Library	Thornton Branch Manager
Library	Thornton Director
NC Cooperative Extension	County Extension Director
NC Cooperative Extension	Administrative Assistant
NC Cooperative Extension	Field Crops Agent
NC Cooperative Extension	Horticulture Agent
NC Cooperative Extension	4-H Agent
NC Cooperative Extension	4-H Programs Coordinator
NC Forest Service	County Ranger
NC Forest Service	Assistant County Ranger
NC Forest Service	Assistant County Ranger
NC Forest Service	Smokechaser (parttime)
NC Forest Service	Forest Fire Equipment Operator
Parks & Grounds	Manager
Parks & Grounds	Supervisor
Planning	Planning Director
Register of Deeds	Director
Register of Deeds	Assistant
Senior Services	Director
Senior Services	Asst. Director
Senior Services	Adm. Asst.
Senior Services	Social Worker
Senior Services	Nutrition Prog Mgr.
Sheriff	Sheriff
Sheriff	Chief
Sheriff	Chief
Sheriff	Chief
Sheriff	Chief
Sheriff	Chief
Sheriff	Lieutenant
Sheriff	Lieutenant
Sheriff	Lieutenant
Sheriff	Lieutenant

Continuity Personnel	
Department/Division	**Position Title**
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Sergeant
Sheriff	Cpl
Sheriff	Cpl
Sheriff	Cpl
Sheriff	Cpl
Sheriff	Cpl
Sheriff	Support Staff
Sheriff	Support Staff
Sheriff	Support Staff
Sheriff	Support Staff
Sheriff	Support Staff
Sheriff	Support Staff
Sheriff	Detective
Sheriff	Detective
Sheriff	Detective
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy

Continuity Personnel	
Department/Division	**Position Title**
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Deputy
Sheriff	Bailiff
Sheriff	Bailiff
Sheriff	Bailiff
Sheriff	Bailiff
Sheriff	Bailiff
Soil and Water District	Director
Soil and Water District	Secretary
Solid Waste Management	Director
Solid Waste Management	Senior Fiscal Specialist
Solid Waste Management	Fiscal Specialist
Solid Waste Management	Part-Time
Solid Waste Management	Material Handler
Solid Waste Management	Landfill Clerk
Solid Waste Management	Landfill Clerk
Tax Administration	Tax Administrator
Tax Administration	Property Appraisal Supervisor
Tax Administration	Tax Collections Supervisor
Tourism	Director
Veteran Services	Veteran Services Officer
Veteran Services	Veteran Services Tech

Annex C: Vital Records Management

"Vital Records" refers to information systems and applications, electronic and hard copy documents, references, and records, to include classified or sensitive data, needed to support MEFs during a continuity event. Granville County has incorporated its Vital Records program into the overall continuity program, plans, and procedures.

Granville County's Vital Records program incorporates into the overall continuity plan with a clear authority to include:

- Policies
- Authorities
- Procedures

Within 12 hours of activation, continuity personnel at the alternate facilities for Granville County should have access to the appropriate media for accessing Vital Records, including:

- A local area network
- Electronic versions of Vital Records
- Supporting information systems and data
- Internal and external email and email archives
- Paper copies of Vital Records

Identifying Vital Records

Granville County has identified the following as vital to its operations and has assigned responsibility for those records to each department, which includes a combination of continuity personnel, personnel in each department, and records management personnel.

Granville County maintains a complete inventory of Vital Records, along with the locations of and type of records. These records are located at **each department responsible for their records**. This inventory will be maintained at a back-up/offsite location, as deemed appropriate, to ensure continuity if the primary operating facilities are damaged, destroyed, or unavailable.

Each department is encouraged to develop and maintain a Vital Records plan packet or collection. The packet or collection may include:

- A paper copy or electronic list of Granville County key organization personnel and continuity personnel with up-to-date telephone numbers
- A Vital Records inventory with the precise locations of Vital Records
- Updates to the Vital Records
- Necessary keys or access codes
- Listing of the access requirements and sources of equipment necessary to access the records
- Granville County alternate facility locations
- A copy of Granville County continuity plans

For the above items, each department is responsible for providing access requirements and lists of sources of equipment necessary to access the records (this may include hardware and software,

microfilm readers, internet access, and/or dedicated telephone lines). These requirements and lists are found within each department for their specific records.

Protecting Vital Records

The protection of Vital Records is essential to ensuring the records are available during a continuity event, thus enabling an organization to perform their MEFs. Granville County has conducted a Vital Records and database risk assessment to:

- Identify the risks involved if Vital Records are retained in their current locations and media, and the difficulty of reconstituting those records if they are destroyed
- Identify offsite storage locations and requirements
- Determine if alternative storage media are available
- Determine requirements to duplicate records and provide alternate storage locations to provide readily available Vital Records under all conditions

Appropriate protections for Vital Records will be provided by each department and should include dispersing those records to other organization locations or storing those records offsite. Other protections include safe storage areas and redundant media for storage.

When determining and selecting protection methods, Granville County considers the specific protections needed by different kinds of storage media. Microforms, paper photographs, computer disks, tapes, and drives all require different methods of protection. Some of these media also may require equipment to facilitate access.

Granville County's official Vital Records program:

- Identifies and protects those records that specify how the organization will operate in an emergency or disaster
- Identifies those records necessary to the organization's continuing operations
- Identifies those records needed to protect the legal and financial rights of the organization

Vital Records			
Department/Division	**Vital Record**	**Form (paper, electronic, etc.):**	**How Currently Backed-up?**
Addressing/GIS	maps, 911 database	Paper & Electronic	server
Administration	Board Minutes	Paper	NC Dept of Cultural Resources & Electronic Backup
Administration	Contracts	Paper and Electronic	M Files (Server)
Administration	Appointment Book	Paper and Electronic	Electronic
Administration	Grant Files	Paper and Electronic	M-Files and Electronic
Animal Management	Record of Impounded/dispositioned Animals	Paper and Electronic	Cloud
Animal Management	Animal Control Complaint Calls	Paper and Electronic	Cloud
Animal Management	Criminal Investigations	Paper and Electronic	Cloud
Animal Management	Scheduled Drug Log	Paper	None
Animal Management	Adoption, redemption, and rescue	Paper and Electronic	Cloud
Board of Elections	Registration Database	Electronic	Server
Board of Elections	Microsoft Outlook containing emails, Absentee Ballot Requests, returned Military and Overseas Ballots, and Voter Registrations to process	Electronic	Server
Board of Elections	Ballots	Paper	Not backed up
Board of Elections	Canvass Documents and Voting Machine Tapes	Paper	Not backed up
Board of Elections	Election Forms	Paper	Not backed up

Vital Records			
Department/Division	**Vital Record**	**Form (paper, electronic, etc.):**	**How Currently Backed-up?**
Board of Elections	Campaign Finance Records	Paper	Only 3 committees are backed up based on $10,000 contribution/expenditure requirement
Board of Elections	Registration Documents	Paper and Electronic	Server/Some are not backed up and are only on paper.
Detention	JMS	Electronic	Servers (9)
DSS	Client Records	Paper, Electronic, State Systems	County Server, Office, AA Storage
DSS	Personnel files	Paper, Electronic, State Systems	County Server, Office, Co Administration
DSS	Financial	Paper, Electronic, State Systems	County Server, Office, AA Storage
DSS	Emails	Electronic	County Server
DSS	Data Reports	Electronic, State Systems	County Server
Economic Development	Critical Grant Info	Paper and Electronic	Server
Emergency Communications (911)	CAD Reports	Electronic	Server
Emergency Communications (911)	RMS Records	Electronic	Server
Emergency Communications (911)	GIS/Maps	Electronic	Server
Emergency Management	EOP	paper, electronic	EM Zoe folder
Emergency Management	COOP/COG	paper, electronic	EM Zoe folder

Vital Records			
Department/Division	**Vital Record**	**Form (paper, electronic, etc.):**	**How Currently Backed-up?**
Emergency Management	Tar River Hazard Mitigation Plan	electronic and web	https://gis.aecomonline.net/irisk2/NCHMP.aspx?region=30
Emergency Management	MobileEyes Database	cloud based	cloud based
Emergency Management	Word Documents	electronic	External hard drive
Emergency Management	Excel Spreadsheets	electronic	External hard drive
Emergency Management	Contacts	electronic	External hard drive
Facility Maintenance	Work Orders	electronic	web-based
Finance	GL - Financial Statement	Paper & Electronic	E - County web server
Finance	GL Journals	Paper & Electronic	P - file cabinets E -Off Site Server
Finance	AP - Accounts Payable Invoices	Paper & Electronic	E -Off Site Server (M Files)
Finance	PR - Payroll time records	Paper & Electronic	E - Third party Vendor (Paycom)
Finance	PR - W-4 Employee's W/H Allowance Certificate	Paper (P	The forms themselves are not backed up. The latest information from the forms is kept with Paycom
Finance	AP - Accounts Payable - PO	Paper & Electronic	E -Off Site Server
Finance	GL - Debt Issuances	Paper	Not backed up
Finance	GL - Fixed Asset Records	Paper	Internal Auditor - Computer - Thompson Reuters CS
Finance	GL - Bank Statements	Paper & Electronic	E - CDs in closet & Banks
Finance	GL - Meeting Minutes	Paper	E - Off Site Server (M Files)
Finance	PR - Payroll Register	Paper & Electronic	E- Diane's computer & Paycom

Vital Records			
Department/Division	**Vital Record**	**Form (paper, electronic, etc.):**	**How Currently Backed-up?**
Finance	PR -Terminations	Paper	P -
Finance	PR - W-2	Paper & Electronic	E - Paycom & Hard Drive
Human Resources	HR files	Paper	File cabinets
Human Resources	Benefit files	paper and electronic	file cabinets and vendor servers
Inspections	Permit records	Paper and electronic	County server & web-based software
Internal Auditing	Allegations	Paper/Electronic	Flash Drive
Internal Auditing	Audit Reports	Paper/Electronic	Flash Drive
Internal Auditing	Internal Controls	Paper/Electronic	None/Email
Library	Personnel List	Paper and Electronic	Server
NC Cooperative Extension	Personnel Records	Paper and electronic	NCSU Server
NC Cooperative Extension	Client contact information	Electronic	NCSU server
NC Cooperative Extension	Fiscal records/accounts	Electronic	County server
NC Cooperative Extension	Contracts	Paper and electronic	County server
NC Cooperative Extension	Client records	Paper and electronic	Computer & file cabinets
NC Forest Service	County Operation Plan	Paper	Copy at District Office
NC Forest Service	Landowner Files	Paper	Copy at District Office
NC Forest Service	Fire Reports	Electronic	Server
NC Forest Service	Landowner Accomplishments	Electronic	Server
Planning	Permit records	Paper and electronic	County server & web-based software

Vital Records			
Department/Division	**Vital Record**	**Form (paper, electronic, etc.):**	**How Currently Backed-up?**
Register of Deeds	All records	Paper and Electronic	Server
Senior Services	Client information	Paper and Electronic	Server
Sheriff	RMS(Record Management System	electronic	virtual servers(4)
Soil and Water District	Cost-share contracts	Paper and Electronic	Division/Raleigh
Soil and Water District	Word Documents	Electronic	Thumb-drive
Soil and Water District	Spread sheets	Electronic	Thumb-drive
Soil and Water District	Office Records	Paper	
Soil and Water District	Checkbooks/Quicken	Paper/Electronic	Thumb-drive
Soil and Water District	Aerial Photos	Paper	
Soil and Water District	Board Meeting Minutes	Paper/Electronic	Thumb-drive
Solid Waste Management	Billing Information	Paper and Electronic	Server
Tax Administration	Daily, monthly, end of year reports	electronic and paper	server
Tourism Authority	TDA meetings	Paper and Electronic	Server
Veteran Services	Veteran records	Paper and Electronic	DD214s to Register of Deeds

Annex D: Continuity Facilities

Continuity Facility Information

Granville County has designated minimal alternate facility(ies) as part of its Continuity of Operations Plan and has prepared continuity personnel for the possibility of unannounced relocation to the site(s) to continue performance of mission essential functions.

Granville County does not currently maintain MOAs/MOUs. However, if and when MOAs/MOUs are developed the County reviews the MOAs/MOUs annually, as applicable.

Any Granville County alternate facility(ies) should provide the following in sufficient quantities to sustain operations for up to 30 days or until normal business activities can be resumed:

(1) Space and equipment, including computer equipment and software. The continuity facility can accommodate adequate personnel.
(2) Capability to perform MEFs within 12 hours of plan activation for up to 30 days or until normal operations can be resumed.
(3) Reliable logistical support, services, and infrastructure systems.
(4) Consideration for health, safety, security, and emotional well-being of personnel. Considerations available at the continuity facility include physical security, access to employee programs, and public access, as appropriate.
(5) Interoperable communications for effective interaction both internally and externally.
(6) Capabilities to access and use Vital Records.
(7) IT Systems and configurations that are used in daily activities.
(8) Emergency/back-up power capability.

Facilities by Department			
Department/Division	**Facility Name**	**Address**	**Space Occupied (SQ FT)**
Administration		104 Belle Street, Oxford NC 27565	
Animal Management	Animal Shelter and Office	515 New Commerce Drive, Oxford, NC 27565	8500
Board of Elections	County Building - Board of Elections Office	208 Wall Street, Oxford, NC 27565	Unknown
	Oxford Public Works Building (Oxford One-Stop)	127 Penn Avenue, Oxford, NC 27565 (large conference room)	Unknown
	South Branch Library (Creedmoor One-Stop)	1550 Campus Drive, Creedmoor, NC 27522 (multipurpose room)	Unknown
	Tar River Elementary School (Wilton One-Stop)	2642 Philo White Road, Franklinton, NC 27525 (multipurpose room)	Unknown
	Antioch Fire Station	5065 Antioch Road, Oxford, NC 27565	1152
	Berea Fire Station	1213 US Highway 158, Oxford, NC 27565	Unknown
	Butner Stem Middle School	501 East D Street, Butner, NC 27509	4000
	Providence Fire Station	4631 Watkins Road, Oxford, NC	675
	Oxford Public Works Complex	127 Penn Avenue, Oxford, NC 27565 (large conference room)	Unknown
	Creedmoor Elementary School	305 East Wilton Avenue, Creedmoor, NC 27522	1056
	Oxford Police Station	204 East McClanahan Street, Oxford, NC 27565	875

Facilities by Department			
Department/Division	**Facility Name**	**Address**	**Space Occupied (SQ FT)**
	Mt. Energy Elementary School	2652 NC Highway 56 East, Creedmoor, NC 27522	Unknown
	Camp Oak Hill Retreat Center	1528 Oak Hill Road, Oxford, NC 27565	Unknown
	Oxford Preparatory School	6041 Landis Road, Oxford, NC 27565	Unknown
	Stovall Branch Library	300 Main Street, Oxford, NC 27565	Unknown
	Richard H. Thornton Library	210 Main Street, Oxford, NC 27565	Unknown
	Granville Central High School	2043 Sanders Road, Stem, NC 27581	Unknown
	Wilton Elementary School	2555 NC Highway 96, Franklinton, NC 27525	3696
	West Oxford Elementary School	412 Ivey Day Road, Oxford, NC 27565	875
Detention	Main Office	525 New Commerce Drive, Oxford, NC 27565	
	Storage Buildings (1)	525 New Commerce Drive, Oxford, NC 27565	
Development Services	Office	122 Williamsboro St, Oxford, NC 27565	2200
DSS	Oxford Office	410 West Spring Street, Oxford	
	Butner-Creedmoor Office	2531 East Lyon Station Road, Creedmoor	
Economic Development	Economic Development	310 Williamsboro Street Oxford, NC 27565	

Facilities by Department			
Department/Division	**Facility Name**	**Address**	**Space Occupied (SQ FT)**
Emergency Communications (911)	911 Center	525 New Commerce Dr. Oxford, NC 27565	1000
	Backup Center	2547 NC Hwy 96 S Franklinton, NC 27525	800
	Vance 911	156 Church St. Henderson, NC 27536	Unknown
Emergency Management	Expo Center	(alternate facility)	
	EOC	5662 Cornwall Rd, Oxford, NC 27565	2862
Facility Maintenance	Maintenance Shop	211 Wall St, Oxford, NC 27565	770
Finance		141 Williamsboro Street, Oxford NC	800
Human Resources	Admin	104 Belle Street, Oxford NC 27565	
Internal Auditing	Old Sheriff's office	141 Williamsboro Street, Oxford	
Library	Thornton	210 Main Street, Oxford, NC 27565	23400
	South Branch	1550 South Campus Drive, Creedmoor, NC 27522	8928
	Stovall	300 Main Street, Stovall, NC 27582	4368
	Berea	1211 Hwy 158, Oxford, NC 27565	2419
NC Cooperative Extension	CES Building	125 Oxford Loop Road	4420
NC Forest Service	Office/Shop	911 Hillsboro Street	2500
Parks & Grounds	equipment shed	4615 Belltown Rd Oxford	2000
Register of Deeds	Courthouse	101 Main St., Oxford, NC 27565	
Senior Services	GC Senior Center	107 Lanier St Oxford	
	North Granville Senior Center	318 Hwy. 15 South, Stovall NC	
	South Granville Senior Center	114 Douglas Drive, Creedmoor NC	
	Main Office	525 New Commerce Drive	2400
	AA Storage	Loop Rd Oxford	4 containers
	Sat Ofc	Creedmoor	1200

Facilities by Department			
Department/Division	**Facility Name**	**Address**	**Space Occupied (SQ FT)**
Sheriff	Oak Hill Sat Ofc	NC 96	800
Soil and Water	Farm Service Center	518 Lewis Street, Oxford, N.C. 27565	600
Solid Waste Management	Oxford Landfill	6584 Landfill Road, Oxford	400 acres; Bld. 800sq ft
	Butner Facility	2796 Old Route 75, Butner	70 acres; Bld. 800sq ft
	Butner Conv. Site	2796 Old Route 75, Butner	2 acres; Bld. 25sq ft
	Oxford Conv. Site	6584 Landfill Road, Oxford	1 acre; Bld. 25sq ft
	Wilton Conv. Site	3195 Highway 56, Creedmoor	1 acre; Bld. 25sq ft
	Berea Conv. Site	1534 Russell Road, Oxford	1 acre; Bld. 25sq ft
	Grassy Cr. Conv. Site	2117 James Winston Rd., Oxford	1 acre; Bld. 25sq ft
	Oak Hill Conv. Site	8266 Charlie Stovall Rd., Oxford	1 acre; Bld. 25sq ft
	Bullock Conv. Site	9053 US Highway 15 North, Bullock	1 acre; Bld. 25sq ft
Tax Administration		141 Williamsboro St, Oxford, NC 27565	
Tourism Authority	Chamber of Commerce	124 Hillsboro Street Oxford, NC 27565	1500
Veteran Services		141 Williamsboro St., Oxford, NC 27565	700

Facilities by Site			
Facility Name	Address	Department/Division	Space Occupied (SQ FT)
AA Storage	Loop Rd Oxford	Sheriff	4 containers
Administration Building	104 Belle Street, Oxford NC 27565	Human Resources	
Administration Building	104 Belle Street, Oxford NC 27565	Administration	
Animal Shelter and Office	515 New Commerce Drive, Oxford, NC 27565	Animal Management	8500
Antioch Fire Station	5065 Antioch Road, Oxford, NC 27565	Board of Elections	1152
Berea Branch Library	1211 Hwy 158, Oxford, NC 27565	Library	2419
Berea Conv. Site	1534 Russell Road, Oxford	Solid Waste Management	1 acre; Bld. 25sq ft
Berea Fire Station	1213 US Highway 158, Oxford, NC 27565	Board of Elections	Unknown
Bullock Conv. Site	9053 US Highway 15 North, Bullock	Solid Waste Management	1 acre; Bld. 25sq ft
Butner Conv. Site	2796 Old Route 75, Butner	Solid Waste Management	2 acres; Bld. 25sq ft
Butner Facility	2796 Old Route 75, Butner	Solid Waste Management	70 acres; Bld. 800sq ft
Butner Stem Middle School	501 East D Street, Butner, NC 27509	Board of Elections	4000
Butner-Creedmoor Office	2531 East Lyon Station Road, Creedmoor	DSS	
Camp Oak Hill Retreat Center	1528 Oak Hill Road, Oxford, NC 27565	Board of Elections	Unknown
CES Building	125 Oxford Loop Road	NC Cooperative Extension	4420
Chamber of Commerce	124 Hillsboro Street Oxford, NC 27565	Tourism Authority	1500
County Building - Board of Elections Office	208 Wall Street, Oxford, NC 27565	Board of Elections	Unknown
Courthouse	101 Main St., Oxford, NC 27565	Register of Deeds	
Creedmoor Elementary School	305 East Wilton Avenue, Creedmoor, NC	Board of Elections	1056
Economic Development	310 Williamsboro Street Oxford, NC 27565	Economic Development	
Emergency Communications 911 Center	525 New Commerce Dr. Oxford, NC 27565	Emergency Communications (911)	1000
Emergency Communications 911 Backup Center	2547 NC Hwy 96 S Franklinton, NC 27525	Emergency Communications (911)	800
EOC	5662 Cornwall Rd, Oxford, NC 27565	Emergency Management	2862

Facilities by Site			
Facility Name	Address	Department/Division	Space Occupied (SQ FT)
Equipment shed	4615 Belltown Rd Oxford	Parks and Grounds	2000
Expo Center	(alternate facility)	Emergency Management	
Farm Service Center	518 Lewis Street, Oxford, N.C. 27565	Soil and Water	600
GC Senior Center	107 Lanier St Oxford	Senior Services	
Granville Central High School	2043 Sanders Road, Stem, NC 27581	Board of Elections	Unknown
Grassy Cr. Conv. Site	2117 James Winston Rd., Oxford	Solid Waste Management	1 acre; Bld. 25sq ft
Main Office	525 New Commerce Drive, Oxford, NC 27565	Detention	
Main Office	525 New Commerce Drive	Sheriff	2400
Maintenance Shop	211 Wall St, Oxford, NC 27565	General Services	770
Mt. Energy Elementary School	2652 NC Highway 56 East, Creedmoor, NC 27522	Board of Elections	Unknown
North Granville Senior Center	318 Hwy. 15 South, Stovall NC	Senior Services	
Oak Hill Conv. Site	8266 Charlie Stovall Rd., Oxford	Solid Waste Management	1 acre; Bld. 25sq ft
Oak Hill Sat Ofc	NC 96	Sheriff	800
Office	122 Williamsboro St, Oxford, NC 27565	Development Services	2200
Office/Shop	911 Hillsboro Street	NC Forest Service	2500
Old Sheriff's office	141 Williamsboro Street, Oxford	Internal Auditing	
Oxford Conv. Site	6584 Landfill Road, Oxford	Solid Waste Management	1 acre; Bld. 25sq ft
Oxford Landfill	6584 Landfill Road, Oxford	Solid Waste Management	400 acres; Bld. 800sq ft
Oxford Office	410 West Spring Street, Oxford	DSS	
Oxford Police Station	204 East McClanahan Street, Oxford, NC 27565	Board of Elections	875
Oxford Preparatory School	6041 Landis Road, Oxford, NC 27565	Board of Elections	Unknown

Facilities by Site			
Facility Name	Address	Department/Division	Space Occupied (SQ FT)
Oxford Public Works Building (Oxford One-Stop)	127 Penn Avenue, Oxford, NC 27565 (large conference room)	Board of Elections	Unknown
Oxford Public Works Complex	127 Penn Avenue, Oxford, NC 27565 (large conference room)	Board of Elections	Unknown
Providence Fire Station	4631 Watkins Road, Oxford, NC	Board of Elections	675
Richard H. Thornton Library	210 Main Street, Oxford, NC 27565	Board of Elections	Unknown
Sat Ofc	Creedmoor	Sheriff	1200
South Branch	1550 South Campus Drive, Creedmoor, NC 27522	Library	8928
South Branch Library (Creedmoor One-Stop)	1550 Campus Drive, Creedmoor, NC 27522 (multipurpose room)	Board of Elections	Unknown
South Granville Senior Center	114 Douglas Drive, Creedmoor NC	Senior Services	
Storage Buildings (1)	525 New Commerce Drive, Oxford, NC 27565	Detention	
Stovall	300 Main Street, Stovall, NC 27582	Library	4368
Stovall Branch Library	300 Main Street, Oxford, NC 27565	Board of Elections	Unknown
Tar River Elementary School (Wilton One-Stop)	2642 Philo White Road, Franklinton, NC 27525 (multipurpose room)	Board of Elections	Unknown
Thornton	210 Main Street, Oxford, NC 27565	Library	23400
Vance Emergency Communications (911)	156 Church St. Henderson, NC 27536	Emergency Communications (911)	Unknown
West Oxford Elementary School	412 Ivey Day Road, Oxford, NC 27565	Board of Elections	875
Wilton Conv. Site	3195 Highway 56, Creedmoor	Solid Waste Management	1 acre; Bld. 25sq ft
Wilton Elementary School	2555 NC Highway 96, Franklinton, NC 27525	Board of Elections	3696
	141 Williamsboro Street, Oxford NC	Finance	800
	141 Williamsboro St, Oxford, NC 27565	Tax Administration	
	141 Williamsboro St., Oxford, NC 27565	Veteran Services	700

Annex E: Vital Equipment

Granville County has identified possible Vital Equipment and possible available resources needed and for use at alternate facilities. Further, Granville County maintains fully capable continuity communications that could support organization needs during all hazards/threats, to include pandemic and other related emergencies, and considers supporting social distancing operations including telework and other virtual offices.

All Granville County's necessary and required communications and IT capabilities should be operational within 12 hours of activation.

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
Addressing/GIS	computer & printer	ArcMap, Windows, Office	1
Administration	Laptop Computers	Windows, Office 365, Internet Connectivity	6
Administration	Phones	VoIP Phone System	9
Administration	MiFi	Verizon Cellular MiFi	1
Administration	Recording System	DCR Recording System	1
Administration	Printer/Copier		1
Administration	Desktop Computers	Windows, Office 365, Internet Connectivity	5
Animal Management	Laptop Computers	Windows, Office, with Internet Capability	4
Animal Management	ACO Trucks	With capacity to carry animals properly and safely confined	4
Animal Management	ACO Equipment	Catch poles, bite gloves, snappy snares, leads, livestock leads, animal treats, traps	
Animal Management	Shelter Equipment	Cleaning supplies, sterile gloves, animal medicine, disinfectants, catch poles, bite gloves	
Animal Management	Refrigerator	to store vaccines	
Board of Elections	Server	State SEIMS Server and County Server	1
Board of Elections	Laptops, Scanner and Printer compatible with State software (SEIMS) and Unity XP version	State Software (SEIMS), SOSA, State Scanning Software (with internet access) and Unity Software (without internet access)	3 laptops and 1 of others dependent on election

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
	computer and dedicated printer		
Board of Elections		SOSA with Hybrid Connectivity and Printers for One-Stop Sites and Electronic Pollbook and Printers for Election Day Sites. This includes one laptop and printer per site. (3 One-Stop sites and 15 Precincts.) Could require more dependent on legislation.)	18
Board of Elections	Voting Machines	Voting machine and ADA Accessible voting machine	18
Board of Elections	Fax	Fax machine to send/receive registration cards and absentee ballot requests.	1
Board of Elections	Postage machine	Postage for registration and verification cards and absentee ballots	1
Detention	Vans		3
Detention	Weapons	Tasers, OC	30
Detention	Radios		25
Detention	Computers		14
Detention	DVR, Cameras		
Detention	Weapons	Handguns/Less than lethal shot gun	7
DSS	Color Printers	HP	6
DSS	Projector		1
DSS & Child Support	B/W Printers	Brother/Lexmark/HP	81
DSS & Child Support	Laptops	Windows, Office with Internet Capability	2
DSS/Admin	Computer Workstations (Other)	Windows, Office with Internet Capability	14
DSS/Admin	Monitors (Other)	22" screens	8
DSS/Admin	ShoreTel: Reception Telephone Set	DSS	2
DSS/Admin	Software: Adobe Professional	4 Users	1
DSS/Admin	Software: CORRELS for the 1571	Software to collect Federal/State reimbursements	1
DSS/Admin	Software: QuickBooks	4 Users	1

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
DSS/All	ShoreTel Telephone Set	If telephones out computers are out	87
DSS/All Public Assist./Remaining Serv.	Calculators		55
DSS/Child Support	Copiers	3-DSS/1-CSE	6
DSS/Child Support	Fax machines	4-DSS/1-CSE	5
DSS/Child Support	System Printers (Child Support)		2
DSS/CPS	Cell Phone		1
DSS/CPS	Software: Lexis Nexis	3 Users	1
DSS/Pub. Assist./CSE/Serv./Admin	Computer Workstations (Active Staff)	Windows, Office with Internet Capability	89
DSS/Pub. Assist./CSE/Serv./Admin	Monitors (Active Staff)	22" screens	91
DSS/Pub. Assist./CSE/Serv./Admin	Scanners	Fujitsu fi-7160	57
DSS/Team-5	Software: NEMT Data Base	Private contractor designed	1
Economic Development	Desktop/Tablet	Windows Internet Accessibility	4
Emergency Communications (911)	UPS/Generator	Power Equipment	1
Emergency Communications (911)	Dispatch Consoles	Radio Equipment	5
Emergency Communications (911)	Dispatch Consoles	Phone Equipment	5
Emergency Communications (911)	Dispatch Consoles	CAD Computers	5
Emergency Communications (911)	Internet	Internet	1
Emergency Management	Laptop Computers	Windows, Office, with Internet Capability	4
Emergency Management	Desktop Computer	Windows, Office, with Internet Capability	1
Emergency Management	Printer, copier		2
Emergency Management	Phones	Landline phones	2
Emergency Management	Phones	Digital Phones	9
Emergency Management	Vehicles	4WD Trucks with towing capacity	5
Emergency Management	Hot Spots	2 First Net, 1 Verizon	3
Facility Maintenance	Trucks		3

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
Facility Maintenance	power tools & batteries		
Facility Maintenance	rechargeable equipment		
Finance	Desktop computers		3
Finance	Laptop computer		1
Finance	Copier / Printer		1
Finance	Color Printer - Stand alone		1
Finance	Printer - Accts Payable Specialist		1
Finance	Printer - Payroll Specialist		1
Finance	Scanner		1
Finance	Safe		1
Finance	Adding Machines		4
Finance	Refrigerator		2
Finance	Telephone	Phone for each employee	4
Finance	Telephone	General office phone	1
Finance	File cabinets	34"W x 18"D x 50" H	13
Finance	Hole puncher		1
Human Resources	Laptop Computer	Windows, Office, with Internet Capability	1
Human Resources	desktop computer	Windows, Office, with Internet Capability	1
Inspections	Desktop and laptop computers	Permitting software with internet connectivity	7
Inspections	Vehicles	Transportation needs	7
Inspections & Planning	File cabinets	Permitting file storage	28
Internal Auditing	Desktop Computer	Windows, Office, with Internet Capability	1
Internal Auditing	Laptop Computer	Windows, Office with Internet Capability	1
Internal Auditing	Telephone	voice mail through email	1
Library	Laptop Computers	Windows, Office, with Internet Capability	13
NC Cooperative Extension	Notebook Computers	MacBooks, Microsoft Office, Wireless internet capable	8
NC Cooperative Extension	Printer/copier	Printer/copier/scanner	1
NC Cooperative Extension	Phone system	Yealink	1

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
NC Cooperative Extension	Internet equipment	Modem, switch, security, wireless access points	1
NC Cooperative Extension	Vehicles	2 -15 passenger vans, mini-van, State Vehicle	4
NC Forest Service	Wildland Engine	Wildland Type 6 engine with chainsaw	2
NC Forest Service	Tractor Plow	Type 3 Tractor Plow with Hauling Unit John Deere 650J Environmental Cab 6-way blade	1
NC Forest Service	2 Way Radio		3
NC Forest Service	Laptop Computers		2
Parks and Grounds	vehicles		3
Parks and Grounds	mowers		10
Parks and Grounds	tractors		2
Planning	Desktop and laptop computers	Permitting software with internet connectivity	8
Register of Deeds	Computers	Windows, Internet Capability	10
Register of Deeds	Phones		7
Senior Services	Desktop computers	Windows, Office, with Internet Capability	6
Sheriff	Patrol Vehicle		70
Sheriff	weapons	Pistol ,rifle, shotgun	210
Sheriff	Radio	2500/APX	140
Sheriff	wireless connection	MiFi	70
Sheriff	IPADS Air 2		70
Soil and Water District	Desktop Computers		2
Soil and Water District	Copiers/scanners		3
Soil and Water District	Truck		1
Solid Waste Management	Laptop Computers	Windows, Office, with Internet Capability	2
Solid Waste Management	Printer/Copier Security Cameras 2- Landline phones		
Solid Waste Management	Vehicles	4WD Trucks	2
Tax Administration	desktop pc's, 10-key calculators, telephones	ITS by BiTek (tax software)	12
Tourism Authority	Laptop Computers	Windows, Office, with Internet Capability	1

Vital Equipment			
Department/Division	**Vital Equipment**	**Additional Details:**	**Quantity:**
Veteran Services	Laptop Computers	Windows, Office, with Internet Capability	2
Veteran Services	Cell Phones	Land line	2

Available Resources

Granville County departments have identified the following list of available resources. The following resources may be utilized by other departments if not currently needed to maintain the primary agencies' mission essential functions.

Available Resources			
Department/Division	**Resource**	**Additional Details:**	**Quantity:**
Administration	Honda CRV		1
Administration	Office Space		8
Administration	Conference Rooms		2
Animal Management	Outside area with livestock stalls and access to water		
Board of Elections	Laptops and printers (if not using for an election)		5
Detention	Mutual Aid with other Detention Centers		
Detention	NC Department of Corrections		
Development Services	Laptop computer		2
Development Services	Vehicles		1
DSS Admin	Personal Computers w/Monitors	Windows w/Operating System 7	7
DSS Admin	Laptop	Windows w/Operating System 7	1
DSS Admin	County cars assigned to DSS	Fords	4
Economic Development	Desktop computers with internet access	Microsoft	2
Emergency Communications (911)	Back up 911 center	CAD, Radio, And Phone	4
Emergency Communications (911)	Mutual Aid Agreements	Vance Co 911 Cener	1
Emergency Management	Vehicles	4WD with towing	2
Library	Provide Access to water electricity, bathroom facilities & internet to public and personnel	With Microsoft Office	23
NC Cooperative Extension	Mac Mini with internet access/wireless capability	With Microsoft Office	1

Available Resources			
Department/Division	**Resource**	**Additional Details:**	**Quantity:**
NC Cooperative Extension	Office/room space	With tables/chairs	6
NC Cooperative Extension	15 passenger van		2
Sheriff	mutual aid agreements signed for all counties in NC, and adjoining police depts. Emergency Management (local/state) state law enforcement agencies and federal agencies.		
Solid Waste Management	Laptops		2
Tourism Authority	Temporary Office space at Chamber of Commerce	Conference Room	6

Annex F: Leadership and Succession, Delegations of Authority

Orders of Succession

Pre-identifying orders of succession is critical to ensuring effective leadership during an emergency. In the event an incumbent is incapable or unavailable to fulfill essential duties, successors have been identified to ensure there is no lapse in essential decision-making authority. Granville County has identified successors for the positions of all departmental leadership and key positions. A copy of these orders of succession is found below. Each department is responsible for ensuring orders of succession are up to date.

Granville County's orders of succession are:

- At least three positions deep, where possible, ensuring sufficient depth to ensure Granville County's ability to manage and direct its mission essential functions and operations
- Include devolution counterparts, where applicable
- Geographically dispersed, where feasible
- Described by positions or titles, rather than by names of individuals holding those offices
- Reviewed by the organization's legal department as changes occur
- Included as a vital record, with copies accessible and/or available at both the primary operating facilities and alternate facilities.
- Elected Officials Lines of Succession are located in the Granville County Continuity of Government Plan.

In the event of a change in leadership status, Granville County must notify the successors, as well as internal and external stakeholders. In the event the Granville County leadership becomes unreachable or incapable of performing their authorized legal duties, roles, and responsibilities, the County Manager or designee will initiate a notification of the next successor in line.

Lines of Succession			
Department/Division	**Position**	**Primary Alternate**	**Secondary Alternate**
Addressing/GIS	Addressing/GIS manager	Tax Mapper	
Administration	County Manager	Deputy County Manager	Board Chair
Administration	Deputy County Manager	County Manager	Public Information Officer
Administration	Clerk to the Board	Deputy Clerk to the Board	Planning Clerk
Administration	Public Information Officer	Deputy County Manager	Clerk to the Board
Animal Management	Animal Services Manager	Animal Control Supervisor	Animal Shelter Supervisor
Animal Management	Animal Control Supervisor	Animal Shelter Supervisor	Animal Control Officer

Lines of Succession			
Department/Division	**Position**	**Primary Alternate**	**Secondary Alternate**
Animal Management	Animal Shelter Supervisor	Animal Control Officer	Shelter Attendant
Board of Elections	Elections Director	Chairman, Secretary, and Member	Deputy Director
Detention	Administrator	Captain	Captain
Development Services	Director	Planning Director	Chief Building Inspector
DSS/Administration	Administrative Officer	Computer Systems Administrator I	Accounting Tech II
DSS/Administration	Social Services Director	SW Supervisor III - FC/Adult	Income Maintenance Administrator I
DSS/Child Support	Child Support Supervisor II	CSA III - Lead Worker	CSA II
DSS/CW Foster Care	SW Supervisor III	SW III	SW III
DSS/CW Foster Care & Adult Services	SW Supervisor III	SW III	SW Supervisor III - CPS
DSS/CW-CPS	SW Supervisor III	SW I/A&T	SW Supervisor III - FC/Adult Services
DSS/Public Assistance Programs	IM Administrator I	IM Supervisor II	IM Investigator II
DSS/Team-1 (Intake)	IM Supervisor II	IMC III - Ld Wkr	IM Supervisor II
DSS/Team-2 (FNS)	IM Supervisor II	IMC III - Ld Wkr	IM Supervisor II
DSS/Team-3 (F/C Medicaid)	IM Supervisor II	IMC III - Ld Wkr	IM Supervisor II
DSS/Team-4 (Adult Medicaid)	IM Supervisor II	IMC III - Ld Wkr	IM Supervisor II
DSS/Team-5 (QA/T, EA/CIP)	IM Administrator I	QA/T	IM Investigator II
Economic Development	Economic Director	Economic Development Specialist	Administrative Assistant
Emergency Communications (911)	Director	Operations Manager	1st Shift Supervisor
Emergency Management	Emergency Management Director (Fire Side)	Fire Marshal	Deputy Fire Marshal
Emergency Management	Emergency Management Director (EM Side)	EM Coordinator	Fire Marshal
Emergency Management	Fire Marshal	EM Director	Deputy Fire Marshal
Emergency Management	EM Coordinator	EM Director	Fire Marshal
Facility Maintenance	Facility Maintenance Director	Facility Maintenance Mechanic	Facility Maintenance Worker
Finance	Finance Director	Finance Assistant Director	Accountant

Lines of Succession			
Department/Division	**Position**	**Primary Alternate**	**Secondary Alternate**
Finance	Finance Assistant Director	Finance Director	Accountant
Finance	Payroll Specialist	HR Specialist	Finance Director
Finance	Accountant	Finance Director	Payroll Specialist
Finance	Accounts Payable Specialist	Payroll Specialist	Finance Director
Human Resources	Human Resources Director	Human Resources Specialist	Human Resources Recruiting Specialist
Internal Auditor	Internal Auditor	Deputy County Manager	County Manager
Library	Library Director	Branch Manager - Thornton	Branch Manager - South
NC Cooperative Extension	County Extension Director	Horticulture Agent	Field Crops Agent
NC Forest Service	County Ranger	Assistant County Ranger	Smokechaser
Parks & Grounds	Manager	Supervisor	Landscape Specialist
Register of Deeds	Register of Deeds	Assistant	Deputy
Senior Services	Senior Services Director	Asst. Senior Services Director	Social Worker
Sheriff	Sheriff	Chief Deputy	Lieutenant
Soil and Water District	Soil and Water Director	Secretary	
Solid Waste Management	Director of Environmental Programs	Senior Fiscal Specialist	County Manager
Tax Administration	Tax Administrator	Property Appraisal Supervisor	Tax Collections Supervisor
Tourism Authority	Tourism Director	PIO	
Veteran Services	Veterans Services Officer	Veteran Services Tech	Vance County VSO

Delegations of Authority

Generally, the Granville County pre-determined delegations of authority will take effect when normal channels of direction are disrupted and terminate when these channels have resumed. Pre-determined delegations of authority may be particularly important in a devolution scenario.

Granville County has identified the following delegations of authority:

- Orderly succession of officials to the position of County Manager in the case of the County Manager's absence, a vacancy at that office, or the inability of the County Manager to act during an emergency or disaster.

Granville County's delegations of authorities are included in the following table and:

- Are included as Vital Records
- Are written in accordance with applicable laws and organization policy ensuring that the organization's MEFs are performed
- Outline explicitly in a statement the authority of an official to re-delegate functions and activities, as appropriate
- Delineate the limits of and any exceptions to the authority and accountability for officials
- Define the circumstances, to include a devolution situation if applicable, under which delegations of authorities would take effect and would be terminated

Granville County has informed those officials who might be expected to assume authorities during a continuity situation.

Delegations of Authority					
Department/Division	**Source**	**Authority**	**Limits**	**Primary Delegation**	**Secondary Delegation**
Administration		Contract Signatory	Under $10,000	County Manager	Board Chair
Administration		Contract Signatory	Over $10,000	Board Chair	Vice Chair
Animal Management	GCCOO Chapter 11	Euthanasia Authority		Animal Services Manager	Animal Control Supervisor
Animal Management	GCCOO Chapter 11	Dangerous Dog Declaration		Animal Services Manager	Animal Control Supervisor
DSS/Admin	County Policy 161	Contract Signatory		County Manager	Board Chair
DSS/Admin		GS 108A	Payroll/Travel/other miscellaneous official documents (Admin. Offc. Has director's signature stamp.)	Social Service Director	Administrative Officer II
DSS/Adult Services			Guardianship	SW Supervisor III - Adult	SW Supervisor III - FC
DSS/Child Support	GS 108A	GS 108A	Child Support	CS SUPRV II	CSA III - LD WKR

Delegations of Authority					
Department/Division	**Source**	**Authority**	**Limits**	**Primary Delegation**	**Secondary Delegation**
DSS/CPS	State	GS 108A	Investigations	SW Supervisor III - CPS	SW Supervisor III - FC
DSS/Foster Care	GS 108A	GS 108A	Guardianship	SW Supervisor III - CPS	SW Supervisor III - CPS
DSS/Public Assistance	GS 108A	GS 108A	Public Assistance	IM Administrator	IM Investigator II
Elections Director	State Policy	Contract Signatory if required/Paying bills/Continuing operations	Less than $5,000	Legally delegated to Deputy Director by Board Members	Legally delegated to Elections Specialist by Board Members
Elections Director	General Statute 163-35	Replace Elections Director	Statutory	Board Members	Appointment by Executive Director of State Board
NC Forest Service	NCFS Policy	Purchasing	Less Than $1,500	Forest Fire Equipment Operator	
NC Forest Service	NCFS Policy	Command	IC Type 4	Forest Fire Equipment Operator	
Register of Deeds	ROD Guidebook	All MEFs		Assistant	Deputies
Solid Waste Management	County Policy	Contract Signatory	Less than $10,000	County Manager	Board Chair
Tax Administration	Flow down COC			Property Appraisal Supervisor	Collections Supervisor

Annex G: Human Resources

Continuity Personnel

People are critical to the operations of any organization. Selecting the right people for an organization's staff is vitally important, and this is especially true in a crisis situation. Leaders are needed to set priorities and keep focus. During a continuity event, emergency employees and other special categories of employees will be activated by Granville County to perform assigned response duties. One of these categories is continuity personnel. In respect to continuity personnel, Granville County has:

- Identified and designated those positions and personnel they judge to be critical to organization operations in any given emergency situation as continuity personnel. Continuity positions are found in Annex B.
- Identified and documented its continuity personnel. Continuity personnel possess the skills necessary to perform essential functions and supporting tasks. A roster of continuity personnel is maintained within each department.
- Officially informed all continuity personnel of their roles or designations to ensure that continuity personnel know and accept their roles and responsibilities.
- Ensured continuity personnel participate in the organization's continuity Training and Exercise Plan, as reflected in training records.
- Provided guidance to continuity personnel on individual preparedness measures they should take to ensure response to a continuity event.

All Staff

It is important that Granville County keeps all staff, especially individuals not identified as continuity personnel, informed and accounted for during a continuity event. Granville County has established procedures for contacting and accounting for employees in the event of an emergency, including operating status.

- Granville County's employees are expected to remain in contact with their supervisors during any facility closure or relocation situation.
- Granville County ensures staff are aware of and familiar with Human Resources guidance to continue essential functions during an emergency.

Accounting for all personnel during a continuity event is of utmost importance. To account for all staff, Granville County will conduct notification and roll call of all employees following an event.

An event that requires the activation of the Continuity of Operations Plan may personally affect Granville County staff.

Human Resources Considerations

The Granville County continuity program, plans, and procedures incorporate existing organization-specific guidance and direction for human resources management, including guidance on pay, leave/time off, work scheduling, benefits, telework, hiring, authorities, and flexibilities. Granville County Human Resources has the responsibility for Granville County human resources issues.

The Granville County Manager works closely with the Human Resources Director to resolve human resources issues related to a continuity event.

Granville County may develop event specific guidance and direction for continuity personnel on human resources issues. This continuity guidance for human resources may address the following issues:

- Additional Staffing
- Work Schedules and Leave/Time Off
- Employee Assistance Program
- Access and Functional Needs Employees
- Telework Assignments
- Benefits
- Premium and Annual Pay Limitations

Further, the County Manager communicates Human Resources guidance for emergencies (pay, leave/time off, staffing, work scheduling, benefits, telework, hiring authorities and other human resources flexibilities) to Department Directors in an effort to help continue mission essential functions during an emergency.

Annex H: Test, Training, and Exercises Program (TT&E)

Granville County has established an effective TT&E program to support the organization's preparedness and validate the continuity capabilities, program, and ability to perform essential functions during any emergency. The testing, training, and exercising of continuity capabilities is essential to demonstrating, assessing, and improving Granville County's ability to execute the continuity program, plans, and procedures.

- Training familiarizes continuity personnel with their roles and responsibilities in support of the performance of an organization's essential functions during a continuity event.
- Tests and exercises serve to assess, validate, or identify for subsequent correction, all components of continuity plans, policies, procedures, systems, and facilities used in response to a continuity event. Periodic testing also ensures that equipment and procedures are kept in a constant state of readiness.

In accordance with CGC 1 guidance, the Granville County performs TT&E events at regular intervals, as shown in the table below.

Continuity TT&E Requirements	**Monthly**	**Quarterly**	**Annually**	**As Required**
Test and validate equipment to ensure internal and external interoperability and viability of communications systems		✓		
Test alert, notification, and activation procedures for all continuity personnel		✓		
Test primary and back-up infrastructure systems and services at continuity facilities			✓	
Test capabilities to perform mission essential functions				✓
Test plans for recovering Vital Records, critical information systems, services, and data				✓
Test and exercise of required physical security capabilities at continuity facilities				✓
Test internal and external interdependencies with respect to performance of mission essential functions				✓
Allow opportunity to demonstrate back-up data and records required for supporting mission essential functions at continuity facilities are sufficient, complete, and current			✓	

Continuity TT&E Requirements	Monthly	Quarterly	Annually	As Required
Allow opportunity for continuity personnel to demonstrate their familiarity with the reconstitution procedures to transition from a continuity environment to normal activities				✓
Allow opportunity for continuity personnel to demonstrate their familiarity with agency devolution procedures				✓

Granville County formally documents and reports all conducted continuity TT&E events, including the event date, type, and participants. Documentation also includes test results, feedback forms, participant questionnaires, and other documents resulting from the event. Continuity TT&E documentation for Granville County is managed by each Granville County Department. Further, Granville County conducts a comprehensive debriefing or hotwash after each exercise, which allows participants to identify systemic weaknesses in plans and procedures and recommend revisions to the organization's continuity plan. Documentation from TT&E hotwashes is maintained by Granville County Emergency Management.

Granville County has developed a Corrective Action Plan (CAP) to assist in documenting, prioritizing, and resourcing continuity issues identified during TT&E activities, assessments, and emergency operations. The Granville County CAP incorporates evaluations, After Action Reports (AARs), and lessons learned from a cycle of events into the development and implementation of its CAP. The Granville County CAP is maintained by Granville County Emergency Management**.**

Annex I: Risk Management

Granville County applies a risk-based framework across all Continuity efforts in order to identify and assess potential hazards, determine what levels of relative risk are acceptable, and prioritize and allocate resources and budgets to ensure Continuity under all manner of incident conditions.

Risk Assessment

Organizations should conduct and document a risk assessment, to include a Business Impact Analysis, against all hazards, conducted at least every five years. Per CGC1, Annex B, the assessment should include:

- Identification of potential, known risk, and the likelihood of its occurrence, which has direct impact on the ability of the organization to support the continuation of Essential Functions;
- An assessment of the vulnerability of the organization and its Essential Functions to identified hazards;
- An assessment of the impact of the failure of the identified Essential Functions caused by identified hazards;
- Identification of appropriate mitigation and protective measures, to include measures necessary during a pandemic influenza;
- A cost-benefit analysis of implementing risk mitigation, prevention, protection, or control measures; and
- An operational plan to provide and implement selected mitigation, prevention, protection, or control measures, to include those necessary during a pandemic.

Granville County has conducted and documented a risk assessment, to include a Business Impact Analysis, against all hazards for all capabilities associated with the continuance of Mission Essential Functions, to include all primary operating facilities, Continuity facilities, personnel, systems, and records. Risk-assessment tables that address the results of the Granville County risk assessment are found below.

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
Emergency Communications (911)	Answer 911 calls, dispatch and answer emergency responders	Loss of Personnel, power or equipment failure	High	Low	Moderate
Addressing/GIS	Maps & addresses	Loss of power	Moderate	Low	Low
Administration	Communication	Loss of Personnel	High	Low	Moderate
Administration	Communication with elected officials	Loss of Personnel	High	Low	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
Administration	Communication with departments	Loss of Personnel	High	Low	Moderate
Animal Management	Respond to Rabies investigation	Loss of Personnel	High	Moderate	Moderate
Animal Management	House stray and unwanted animals	Loss of Building	High	Low	Moderate
Animal Management	Respond to 911 calls	Loss of Personnel	High	Moderate	Moderate
Animal Management	Respond to 911 calls	Loss of Animal Shelter	High	Low	Low
Animal Management	House stray and unwanted animals	Loss of Personnel	High	Moderate	High
Animal Management	Respond to Rabies investigation	Loss of Building	Moderate	Low	Low
Board of Elections	To process voter registration requests and ballots and run One-Stop and polling places	Loss of Personnel	High	Low	Moderate
Board of Elections	To process voter registration requests and ballots and vote on or tabulate ballots	Loss of Equipment	High	Low	Moderate
Board of Elections	To process voter registration requests and ballots and vote on or tabulate ballots	Loss of Board of Elections office and/or polling place locations	High	Low	Moderate
Board of Elections	Voting	Loss of ballots	High	High	High
Detention	Maintain Services		High		

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
DSS/CPS/APS/CW - Foster Care/CSE/Medicaid/FNS	Child & Adult Protective Services & Investigations; Client visitation; Client Placement; Eligibility determination and benefit assignment	Not able to communicate	High	Low	Low
Economic Development	Coordinate Information on City/County updates	No access to telephone and Internet	Moderate	Low	Low
Emergency Management	Coordinate Emergency Operations, Request Resources, and Respond to Emergencies.	Loss of Personnel	High	Low	Moderate
Emergency Management	Communicate with elected and appointed officials to include emergency declaration process	Loss of Personnel	High	Low	Moderate
Emergency Management	Communicate emergency information with County Staff, Municipalities and the Public	Loss of Personnel	High	Low	Moderate
Emergency Management	Disaster preparedness, recovery and	Loss of Personnel	High	Low	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	mitigation activities				
Emergency Management	Fire Investigations	Loss of Personnel	High	Low	Moderate
Emergency Management	Fire and Life Safety Inspections	Loss of Personnel	High	Low	Moderate
Emergency Management	Fire Marshal Permits	Loss of Personnel	High	Low	Moderate
Finance	Keep the financial records of the County	Unable to communicate with staff or officials due to loss of power, phone service or internet access	High	Low	Low
Finance	Keep the financial records of the County	Loss of Personnel	High	Low	Low
Finance	Pay debts of the County	Unable to communicate with staff or officials due to loss of power, phone service or internet access	High	Low	Low
Finance	Pay debts of the County	Loss of Personnel	Moderate	Low	Low
Finance	Account for County payroll records and issue paychecks	Unable to communicate with staff or officials due to loss of power, phone service or internet access	High	Low	Low
Finance	Account for County payroll records and issue paychecks	Loss of Personnel	Moderate	Low	Low
Finance	Collect and account for funds from other departments and	Unable to communicate with staff or officials due to loss of power,	Low	Low	Low

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	outside entities and deposit	phone service or internet access			
Finance	Collect and account for funds from other departments and outside entities and deposit	Loss of Personnel	Moderate	Low	Low
Finance	Prepare Annual Budget	Unable to communicate with staff or officials due to loss of power, phone service or internet access	High	Low	Low
Finance	Prepare Annual Budget	Loss of Personnel	Moderate	Low	Low
General Services	Facility Maintenance Fleet Maintenance	Loss of Personnel	High	Low	Moderate
Human Resources	Maintain employee personnel records	Unable to provide employment history	High	Moderate	Moderate
Inspections	Enforce state and local laws, ordinances and regulations relating to the construction or renovation of buildings and/or building services	Loss of personnel	High	Low	Moderate
Inspections	Enforce state and local laws, ordinances and regulations relating to the construction or renovation of	Loss of internet connectivity	Moderate	Moderate	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	buildings and/or building services				
Internal Auditing	unable to communicate with departments	power outages	Moderate	Moderate	Moderate
Library	Provide support for Public and Emergency Operations	Loss of Personnel	High	Low	Moderate
NC Cooperative Extension	Conduct informal educational programming for Agriculture and Horticulture-Farmers and Landowners	Loss of Personnel	High	Low	Moderate
NC Cooperative Extension	Conduct informal educational programming for Agriculture and Horticulture-Farmers and Landowners	Loss of power	Moderate	Low	Low
NC Cooperative Extension	Conduct informal educational programming for Agriculture and Horticulture-Farmers and Landowners	Inability to travel	High	Low	Moderate
NC Cooperative Extension	Conduct informal educational programming for Agriculture and Horticulture-	Loss of internet connectivity	High	Moderate	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	Farmers and Landowners				
NC Cooperative Extension	Conduct informal educational programming for Families and Consumers	Loss of Personnel	High	Low	Moderate
NC Cooperative Extension	Conduct informal educational programming for Families and Consumers	Loss of power	Moderate	Low	Low
NC Cooperative Extension	Conduct informal educational programming for Families and Consumers	Inability to travel	High	Low	Moderate
NC Cooperative Extension	Conduct informal educational programming for Families and Consumers	Loss of internet connectivity	High	Moderate	Moderate
NC Cooperative Extension	Conduct youth education via the 4-H program	Loss of Personnel	High	Low	Moderate
NC Cooperative Extension	Conduct youth education via the 4-H program	Loss of power	Moderate	Low	Low
NC Cooperative Extension	Conduct youth education via the 4-H program	Inability to travel	High	Low	Moderate
NC Cooperative Extension	Conduct youth education via the 4-H program	Loss of internet connectivity	High	Moderate	Moderate
NC Cooperative Extension	Conduct crop and livestock damage	Loss of Personnel	High	Low	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	assessments following disaster events				
NC Cooperative Extension	Conduct crop and livestock damage assessments following disaster events	Loss of power	Moderate	Low	Low
NC Cooperative Extension	Conduct crop and livestock damage assessments following disaster events	Inability to travel	High	Low	Moderate
NC Cooperative Extension	Conduct crop and livestock damage assessments following disaster events	Loss of internet connectivity	High	Moderate	Moderate
NC Cooperative Extension	Provide food safety instruction to the public	Loss of Personnel	High	Low	Moderate
NC Cooperative Extension	Provide food safety instruction to the public	Loss of power	Moderate	Low	Low
NC Cooperative Extension	Provide food safety instruction to the public	Inability to travel	High	Low	Moderate
NC Cooperative Extension	Provide food safety instruction to the public	Loss of internet connectivity	High	Moderate	Moderate
NC Forest Service	Assist county fire departments with detection, control, and	Loss of Personnel/Equipment	High	Low	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	prevention of wildfire				
NC Forest Service	Inspect forest operations for compliance with water quality rules	Loss of Personnel/Equipment	High	Low	Moderate
NC Forest Service	Detect and suppress forest pest and disease outbreaks	Loss of Personnel/Equipment	High	Low	Moderate
NC Forest Service	Assist cooperating agencies with emergency response (weather, disasters, outbreaks)	Loss of Personnel/Equipment	High	Low	Moderate
Parks and Grounds		Weather	Low	Low	Low
Planning	Enforce state and local laws, ordinances and regulations relating to zoning, flood plain, and watershed	Loss of personnel	Moderate	Low	Moderate
Planning	Enforce state and local laws, ordinances and regulations relating to zoning, flood plain, and watershed	Loss of internet connectivity	High	Low	Moderate
Register of Deeds	Record Real Estate Documents, Issue and Record Marriages, Birth,	Loss of Personnel	High	Low	Moderate

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
	Deaths and Military Discharges, Administer Notary Oaths,				
Register of Deeds	Maintain and store all recorded documents and make available to the public	Destroyed records	High	Low	Moderate
Senior Services	Keep senior centers open	Loss of Personnel	High	Moderate	Moderate
Senior Services	Deliver meals to homebound	Loss of personnel and volunteers	high	Moderate	Moderate
Senior Services	Provide transportation	Loss of personnel by contracted service	high	Moderate	Moderate
Sheriff	Law Enforcement		High		
Soil and Water District	Cost Share Contracts	Unable to make payments	High	Moderate	High
Soil and Water District	Assistance to Landowners	Unable to make appointments	Moderate	Moderate	Moderate
Solid Waste Management	Provide Waste Collection and Disposal	Loss of Personnel/Power	High	Low	Moderate
Tax Administration	Employ staff to aid in the processes to list, appraise and assess all properties in the county and to collect the tax levy, license and fees as charged by the governing board for the county and five municipalities	inadequate staffing, internet and telephones down,	High	Moderate	low

Business Impact Analysis/Risk Assessment					
Department/Division	**MEFs:**	**Possible Disruptions:**	**Loss Effect:**	**Vulnerability:**	**Overall Risk Evaluation:**
			(Low, Moderate, or High)	***(Low, Moderate, or High)***	***(Low, Moderate, or High)***
Tourism Authority	Communicate with visitors on tourism opportunities in county	Loss of Personnel	High	Low	Low
Veteran Services	Process Veterans and families compensation and pension.	Loss of Personnel	High	Moderate	High

Annex J: Continuity of Operations Declaration

DECLARATION OF A COOP/COG ACTIVATION

WHEREAS (*describe COOP/COG activation*)**;** and

WHEARAS the ability of a jurisdiction to maintain delivery of essential functions to the community during and following an emergency or disaster is critical to the protection of life, property and the environment; and

WHEARAS County of Granville staff has developed a Continuity of Operations Plan (COOP) to help the county maintain delivery of essential functions to the county during and following an emergency or disaster; and

WHEARAS the Continuity of Operations Plan was developed in accordance with the Federal Emergency Management Agency (FEMA) Continuity Guidance for Non-Federal Entities; and

WHEARAS the Continuity of Operations Plan becomes active upon proclamation from the Chairman of the Board of Commissioners of Granville County

NOW, THEREFORE I, _____, Chairman of the Board of Commissioners of Granville County, do hereby declare that the County of Granville staff is directed to enact the Continuity of Operations Plan to protect the health, safety, and welfare of the citizens of Granville County effective this the _____ day of _____, _____ until such plans are modified or rescinded by Chairman declaration or action by the majority of the Granville County Board of Commissioners.

DECLARED this the (*current date*) at (*time*).

_____
Chairman of the Board of Commissioners, Granville County

ATTEST:

_____
Granville County Clerk to the Board of Commissioners

TERMINATION OF COOP/COG ACTIVATION

WHEREAS, on (*date of declaration)* at *(time of declaration)*, as Chairman of the Board of Commissioners of Granville County, I determined and declared that a Continuity of Operations/Continuity of Government incident existed within Granville County Government.

WHEREAS, I have determined that the conditions constituting a Continuity of Operations/Continuity of Government incident no longer exists in Granville County Government.

NOW, THEREFORE, I hereby terminate the above referenced declaration of a Continuity of Operations/Continuity of Government Activation and all the restrictions and orders contained therein *[Note: If necessary to retain state of emergency and some restrictions in some portions of the jurisdiction, list specifically the restrictions that remain in effect within the applicable portions of the jurisdiction)*.

This declaration is effective *(immediately or date and time).*

DECLARED this the (*current date*) at (*time*).

_____

Chairman of the Board of Commissioners, Granville County

ATTEST:

_____

Granville County Clerk to the Board of Commissioners

Annex K: Glossary and Acronyms

Glossary

Activation – Once a continuity of operations plan has been implemented, whether in whole or in part, it is considered "activated".

Organization Head – The highest-ranking official of the primary occupant organization, or a successor or designee who has been selected by that official.

All-Hazards – The spectrum of all types of hazards including accidents, technological events, natural disasters, terrorist attacks, warfare, and chemical, biological including pandemic influenza, radiological, nuclear, or explosive events.

Alternate Facilities – Locations, other than the primary facility, used to carry out essential functions, particularly in a continuity event. "Alternate facilities" refers to not only other locations, but also nontraditional options such as working at home (teleworking), telecommuting, and mobile-office concepts.

Business Impact Analysis (BIA) – A method of identifying the effects of failing to perform a function or requirement.

Business Process Analysis (BPA) – A method of examining, identifying, and mapping the functional processes, workflows, activities, personnel expertise, systems, data, and facilities inherent in the execution of a function or requirement.

Communications – Voice, video, and data capabilities that enable the leadership and staff to conduct the mission essential functions of the organization. Robust communications help ensure that the leadership receives coordinated, integrated policy and operational advice and recommendations and will provide the ability for governments and the private sector to communicate internally and with other entities (including with other Federal agencies, State, territorial, tribal, and local governments, and the private sector) as necessary to perform their Mission Essential Functions (MEFs).

Continuity – An uninterrupted ability to provide services and support, while maintaining organizational viability, before, during, and after an event.

Continuity Facilities – Locations, other than the primary facility, used to carry out essential functions, particularly in a continuity situation. "Continuity facilities" refers to not only other locations, but also nontraditional options such as working at home (teleworking), telecommuting, and mobile-office concepts.

Continuity of Operations – An effort within individual agencies to ensure they can continue to perform their Mission Essential Functions and Primary Mission Essential Functions during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

Continuity Event – Any event that causes an agency to relocate its operations to an alternate or other continuity site to assure continuance of its essential functions.

Continuity Personnel – Those personnel, both senior and core, who provide the leadership advice, recommendations, and functional support necessary to continue essential operations.

Corrective Action Program – An organized method to document and track improvement actions for a program. The Corrective Action Program (CAP) system is a web-based tool that enables Federal, State, and local emergency response and homeland security officials to develop, prioritize, track, and analyze corrective actions following exercises or real-world incidents. Users may enter data from a finalized After-Action Report/Improvement Plan, track the progress of corrective action implementation, and analyze and report on trends in improvement plans.

Delegation of Authority – Identification, by position, of the authorities for making policy determinations and decisions at headquarters, field levels, and all other organizational locations. Generally, pre-determined delegations of authority will take effect when normal channels of direction have been disrupted and will lapse when these channels have been reestablished.

Devolution – The capability to transfer statutory authority and responsibility for essential functions from an agency's primary operating staff and facilities to other agency employees and facilities, and to sustain that operational capability for an extended period.

Essential Functions – The critical activities performed by organizations, especially after a disruption of normal activities. There are three categories of essential functions: National Essential Functions, Primary Mission Essential Functions, and Mission Essential Functions.

Facilities – Locations where an organization's leadership and staff operate. Leadership and staff may be co-located in one facility or dispersed across many locations and connected by communications systems. Facilities must be able to provide staff with survivable protection and must enable continued and endurable operations.

Interoperable Communications – Communications that provide the capability to perform essential functions, in conjunction with other organizations/entities, under all conditions.

Leadership – The senior decision makers who have been elected (e.g., the President, State governors) or designated to head a branch of government or other organization.

Memorandum of Agreement/Memorandum of Understanding – Written agreement between departments/agencies that require specific goods or services to be furnished or tasks to be accomplished by one organization in support of the other.

Mission Essential Functions – The limited set of agency-level government functions that must be continued throughout or resumed rapidly after a disruption of normal activities.

Orders of Succession – Provisions for the assumption by individuals of organization senior leadership positions during an emergency in the event that any of those officials are unavailable to execute their legal duties.

Primary Operating Facility – The site of an organization's normal, day-to-day operations; the location where the employee usually goes to work.

Reconstitution – The process by which surviving and/or replacement organization personnel resume normal operations from the original or replacement primary operating facility.

Risk Analysis – The process by which risks are identified and evaluated.

Risk Assessment – The identification and assessment of hazards.

Risk Management – The process of identifying, controlling, and minimizing the impact of events whose consequences are or may be unknown, or events that are fraught with uncertainty.

Telework – The ability to work at a location other than the official duty station to perform work or emergency duties. This may include, but is not limited to, using portable computers, personal computers, high-speed telecommunications links, and mobile communications devices.

Testing, Training, and Exercises – Measures to ensure that an agency's continuity plan is capable of supporting the continued execution of the agency's essential functions throughout the duration of a continuity situation.

Virtual Offices – An environment where employees are not collocated and rely exclusively on information technologies to interact and conduct their work across distance from multiple geographic locations.

Vital Records – Electronic and hardcopy documents, references, and records that are needed to support essential functions during a continuity situation. The two basic categories of Vital Records are (1) emergency operating records and (2) rights and interests records.

Acronyms

AAR After Action Report
BIA Business Impact Analysis
BPA Business Process Analysis
CAP Corrective Action Program
CGC Continuity Guidance Circular
IT Information Technology
MEF Mission Essential Function
MOA Memorandum of Agreement
MOU Memorandum of Understanding
STTEF State, Territorial, and Tribal Essential Function
TT&E Test, Training, and Exercise

Annex L: Operational Checklists

COOP and COG Operation Checklist

1.	Has the executive decision been made to activate the Department Continuity of Operations Plan (COOP) and / or Continuity of Governance Plan?	□ Yes	□ No
2.	Have you evaluated your operation and determined if you need to activate any alternate facility/location?	□ Yes	□ No
3.	Have you evaluated the operation and determined if staff reallocation needs exist?	□ Yes	□ No
4.	Are alternate facilities prepared for relocation including necessary security measures?	□ Yes	□ No
5.	Have you notified:		
	Alternate facility points of contact?	□ Yes	□ No
	MEF Staff and employees?	□ Yes	□ No
	Other agencies as appropriate?	□ Yes	□ No
	Public?	□ Yes	□ No
6.	Have you deployed MEF Staff to the alternate facility/location?	□ Yes	□ No
7.	Have the following been transported to the alternate facility/location:		
	Vital records and files?	□ Yes	□ No
	Supporting communications?	□ Yes	□ No
	Information Technology hardware and software, as appropriate?	□ Yes	□ No
	Critical Resources?	□ Yes	□ No
8.	Have you secured the primary facility/location, including any equipment or vital records left behind?	□ Yes	□ No

Reconstitution Checklist

1.	Has the decision been made to return to the primary facility/location?	□ Yes	□ No
2.	Is the primary facility/location, or other temporary or permanent facility/location, prepared for your return, including security measures, water, electric power, heating, and air conditioning, etc.?	□ Yes	□ No
3.	Have you notified:		
	Alternate Facility/Location Point of Contact?	□ Yes	□ No
	MEF Staff and other Departmental staff?	□ Yes	□ No
	Other City departments, as appropriate?	□ Yes	□ No
	Other external organizations, as appropriate?	□ Yes	□ No
	Public?	□ Yes	□ No
4.	Have you provided instructions for resumption of normal functions?	□ Yes	□ No
5.	Have you transported the following back to the primary facility/location:		
	Critical resources?	□ Yes	□ No
	Vital records and databases?	□ Yes	□ No
	Supporting communications?	□ Yes	□ No
	Information Technology framework, as appropriate?	□ Yes	□ No
6.	Have you transferred the performance of MEF back to the primary facility/location?	□ Yes	□ No
7.	Have you secured the alternate facility/location or worked with the point of contact to secure the alternate facility/location?	□ Yes	□ No
8.	Have you conducted a review to assess the performance of the MEF at the alternate facility/location and prepared a remedial action plan to correct any areas of concern?	□ Yes	□ No

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Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Kerr-Tar Workforce Development Board**

PURPOSE:

To make an appointment to the Kerr-Tar Workforce Development Board for an additional Private Industry position.

BACKGROUND:

Function:

It is the responsibility of the Kerr-Tar Workforce Development Board to provide policy guidance for and exercise oversight with respect to the design and implementation of workforce development programs and services under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The Kerr-Tar WDB shall work in partnership with the Kerr-Tar Workforce Development Consortium (County Commissioners) to enhance and address workforce development training, placement, and retention issues in the service delivery area through a job training plan.

Qualifications, Special Professional Classification, etc.

Each council shall consist of representatives of the private sector, who shall constitute a majority of the membership of the council and who shall be owners , chief executives, operating officers of nongovernmental employers, or other private sector executives who have substantial management or policy responsibility; and representatives of educational agencies (adult education and literacy, and apprenticeship), organized labor, vocational rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service.

A letter from Lou Grillo, Workforce Development Director, is attached that requests the addition of a Private Industry member for a one-year term. He has recommended William Betts (District 3) for the position.

Others serving:	Hal Muetzel	Private Industry
	Allen Winston	Private Industry
	Tana Chamberlain	Private Industry
	Sara Lloyd	Higher Education
	Gordon Agingu	Division of Vocational Rehabilitation
	Monica Satterwhite	Wagner-Peyser Act representative
	Phillip Betts	Community-Based Organization
	Norman Wilson	Labor Organization

Commissioner Rob Williford Elected Official

RECOMMENDATION:

Lou Grillo, Workforce Development Director, recommends William Betts to fill an additional Private Industry position for a one-year term.

ATTACHMENTS:

Recommendation Letter from Lou Grillo

ACTION TAKEN:

Kerr-Tar Regional Council Of Governments

Diane Cox
Executive Director

Member Governments

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

October 17, 2023

Ms. Debra Weary, Clerk
Granville County Board of Commissioners
P.O. Box 906
Oxford, NC 27565

Dear Ms. Weary:

I write to request that the Granville County Board of Commissioners appoint William Betts of Betts and Sons Funeral Home, Inc. to the Kerr-Tar Workforce Development Board for a one year term. Mr. Betts, an Oxford resident, will serve in the required position of Private Industry representative. Mr. Betts experience as the Co-Owner and Vice President of Betts and Sons, a Granville County business since 1984, offers insight and prospective that would be valuable to workforce opportunities discussed by the board.

Also I would like to note that on June 30, 2023, Harry Mills resigned from the board due to retirement. We are thankful for his many years of service to the board and the community. His seat on the board does not need to be replaced.

Thank you for your assistance. If you have any questions or need additional information, please contact me at 252-436-2040.

Sincerely,

Lou Grillo
Workforce Development Director

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**South Granville Water & Sewer Authority**

PURPOSE:
To appoint/reappoint a member to South Granville Water and Sewer Authority (SGWASA).

BACKGROUND:
The authority owns and operates the water and wastewater treatment systems serving the southern Granville County area including the Town of Stem, the Town of Butner and the City of Creedmoor. SGWASA shall engage in all functions required or permitted by law including, but not limited to, those powers set forth in Article 1, Chapter 162A of the North Carolina General Statutes.

Number of Members: Seven (7) members including two members appointed by the Granville County Board of Commissioners, two members appointed by the Town of Creedmoor, two members appointed by the Town of Butner and one member appointed by the Town of Stem.

Only individuals who, at the time of their appointment to serve as members of SGWASA, are elected officials of the governing bodies of the above-named political subdivisions may be appointed as members of SGWASA.

Granville County has two (2) representatives on SGWASA. The term of Timothy Karan, Granville County, expires November 30, 2023. SGWASA Board Members are appointed for a term of three years by the agencies they represent. Appointments are made so that the Board Member is sworn in at the December SGWASA Board Meeting of the year in which the respective Board Member's term starts.

Others serving: Jimmy Gooch Granville County

RECOMMENDATION:
Commissioner Timothy Karan is eligible for reappointment per the SGWASA by-laws.

ATTACHMENTS:
Letter from SGWASA

ACTION TAKEN:

September 25, 2023

Debra Weary
Clerk to Granville County Board of Commissioners
141 Williamsboro Street
Oxford, NC 27565
(Via email debra.weary@granvillecounty.org)

Debra Weary:

Please know that Granville County Commissioner Karan's term on the South Granville Water and Sewer Authority (SGWASA) Board of Directors expires on November 30, 2023. Typically, the Board member serves the full month of November and then the new appointee (or reappointment of the current representative) is sworn in at the December SGWASA Board meeting. Per the attached SGWASA By-Laws, Commissioner Karan may be re-appointed by the Granville County Commissioners to the SGWASA Board of Directors.

Prior to December 1, 2023 I respectfully ask Granville County to appoint their representative to the SGWASA Board of Directors for the next 3-year term. The Granville County appointee will be sworn in at the December 2023 SGWASA Board meeting.

Please notify Krystle Lee, SGWASA Board Secretary (klee@sgwasa.org) and me when the City of Creedmoor makes their appointment. We respectfully ask that a copy of the Board Meeting Minutes documenting the appointment be provided to SGWASA for a permanent record.

Please contact me should you have any questions related to this request.

Sincerely,

Scott N. Schroyer, Executive Director

Digitally signed by Scott N. Schroyer, Executive Director
DN: cn=Scott N. Schroyer, Executive Director, c=US, o=South Granville Water and Sewer Authority, ou=Administration, email=sschroyer@sgwasa.org
Reason: I am approving this document
Date: 2023.09.25 09:30:34 -04'00'

Scott N. Schroyer, Executive Director
South Granville Water and Sewer Authority

Cc: Commissioner Karan
SGWASA Board Chairman Gooch
SGWASA Board Secretary Lee

Attachment: SGWASA By-Laws

BYLAWS OF SOUTH GRANVILLE WATER AND SEWER AUTHORITY

(Adopted February 8, 2005; revised June 10, 2008 and May 12, 2015)

ARTICLE I – GENERAL SCOPE

The South Granville Water and Sewer Authority, hereinafter ("SGWASA") or ("Authority") is a water and sewer authority organized by Granville County under and by virtue of Article 1, Chapter 162A of the North Carolina General Statutes. As such it is a public body and a body politic and corporate of the State of North Carolina. It shall be governed by members selected by the elected leadership of Granville County, the Town of Butner, the Town of Stem, and the City of Creedmoor. The members shall have the power to take all actions and do all things on behalf of the authority allowed by law, specifically including, but not limited to, those powers granted to water and sewer authorities pursuant to Article 1, Chapter 162A of the North Carolina General Statutes.

ARTICLE II – FISCAL YEAR

The fiscal year of SGWASA shall begin on the 1st day of July and end on the 30th day of June the year following.

ARTICLE III – MEMBERS

A. **Purpose:** The board comprised of the members of SGWASA is the governing body of SGWASA. The members of SGWASA shall serve those functions required of them by Article I, Chapter 162A of the North Carolina General Statutes and shall ensure that SGWASA exercises its public and essential governmental functions to provide for the public health and welfare in a manner consistent with the needs of its participating political subdivisions and its customers. In doing so, the members shall:

1. Determine SGWASA's policies.

2. Direct the employees of SGWASA, if any, in carrying out SGWASA's policies.

3. Provide adequate oversight and control of SGWASA's finances and expenditures.

4. Conduct periodic reviews and revisions, as necessary, of SGWASA's policies, procedures and operations.

4. Engage in all other functions required or permitted by law including, but not limited to, those powers set forth in Article 1, Chapter 162A of the North Carolina General Statutes.

B. **Legal Authority:** SGWASA derives its authority from Article 1, Chapter 162A of the North Carolina General Statutes and its members, before assuming their duties, must take and subscribe an oath or affirmation to support the Constitution of the United States of America and the State of North

Carolina and to faithfully discharge the duties of their offices as prescribed by North Carolina General Statute § 162A-5.

C. **Rules of Order:** The members of SGWASA may adopt rules of procedure governing the conduct of the board's affairs provided said rules of procedure are consistent with governing law and these Bylaws. Unless different rules of procedure are adopted, the rules contained in the current edition of Robert's Rules of Order shall govern the members in all cases to which they are applicable and in which they are not inconsistent with governing law, these Bylaws and any special rules of order the members may adopt.

D. **Powers:** The administrative powers of SGWASA shall be vested in its members who shall have all such power granted to them by law and all power to achieve their legal purpose in the operation and management of SGWASA, a public body and body politic and corporate of the State of North Carolina.

E. **Membership:** Membership in SGWASA shall consist of two members appointed by the Granville County Board of Commissioners, two members appointed by the Butner Town Council, two members appointed by the City of Creedmoor Board of Commissioners, and one member appointed by the Stem Board of Commissioners. Only individuals who, at the time of their appointment to serve as members of SGWASA, are elected officials of the governing bodies of the above-named political subdivisions may be appointed as members of SGWASA.

1. **Initial Terms of Members:** The initial appointment of members shall be as follows, measured from the date the creation of SGWASA becomes effective:

One year	One Granville County seat, one Creedmoor seat
Two years	One Stem seat, one Butner seat
Three years	One Butner seat, one Creedmoor seat, one Granville County seat

2. **Subsequent Appointments:** All appointments of members subsequent to their initial appointments shall be for a term of three (3) years. Members appointed at any time to fill the vacancy of an unexpired term shall serve only for the unexpired term of the member that person is appointed to replace. Any member may be re-appointed.

F. **Attendance:** If any member misses three or more consecutive Authority meetings without due reason, the Authority shall send a request to the governing body appointing said member that the member be removed from his or her duties and that a new member be appointed.

G. **Compensation:** Members may set their rate of compensation as specified in Article 1, Chapter 162A of the North Carolina General Statutes. As of the date hereof, members may be paid such per diem compensation as they shall set which per diem may not exceed the total amount of FOUR THOUSAND AND NO/100 ($4,000.00) DOLLARS annually, and shall be reimbursed for the amount of actual expenses incurred by them in the performance of their duties.

H. **Annual Meetings:** There shall be an annual meeting of the members on the second Tuesday of every February or another date set in advance by the authority. The meeting shall be held at the 415 Central Avenue, Butner, North Carolina or other convenient location as determined by the Chairman.

I. **Regular Meetings:** Meetings of the members shall be held on the second Tuesday of every month at 6:00 p.m. or at such other date and time as may be designated by the Board. Meetings shall be held at 415 Central Avenue, Butner, North Carolina or other suitable location.

J. **Special and Emergency Meetings:** Special and emergency meetings may be called in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes.

K. **Open Meetings:** Because SGWASA is a public body as defined in Article 33C, Chapter 143 of the North Carolina General Statutes, SGWASA shall comply with said Article in the conduct of its meetings.

L. **Quorum:** In all meetings of the Authority, a quorum shall consist of a simple majority of the members. In all meetings of any committees, a quorum shall consist of a simple majority of the committee members.

M. **Voting:** The affirmative vote of a majority of all the members of the authority shall be necessary for any action taken by the Authority. All questions at a meeting of any committee shall be decided by majority vote of the committee members entitled to vote and present in person at the meeting.

N. **Minutes and Reports:** The secretary of the Authority will document written minutes of all meetings of members and committee meetings and shall present copies of written minutes to the members at their next meeting. When requested, committees or officers of the Authority will prepare a written report.

ARTICLE IV - OFFICERS

A. **Officers:** The Authority shall elect its officers. The Authority shall select one of its members as Chairman and another as Vice-Chairman and shall also select a Secretary and Treasurer who may, but need not be, members of the Authority. The offices of Secretary and Treasurer may be combined. Each officer shall hold office from his or her election at the annual meeting until the next annual meeting of the members of the Authority or until their successors have been elected.

B. **Chair:** The Chair shall preside over all meetings of the Authority.

1. The Chair shall appoint the chair and members of all committees.

2. The Chair shall be kept advised of the general affairs of SGWASA and shall see that all orders, resolutions and policies of SGWASA are implemented. He or she shall serve as an *ex officio* member of all committees. He or she shall have the usual powers and duties customarily vested in the office of Chair of the Board and shall perform such other duties as may be assigned to him or her by the Authority.

C. **Vice-Chair:** In the absence of the Chair, the Vice-Chair shall perform duties of the Chair, and when so acting, shall have all powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall also perform such other duties as from time to time may be assigned to him/her by the Authority.

D. **Secretary:** The Secretary shall attend all meetings of the Authority and shall preserve in the books of the Authority true minutes of the proceedings of such meetings. He or she shall give all notices required by Statute, by law, or resolution, and shall perform such other duties as may be delegated to him or her by the members.

E. **Treasurer:** The Treasurer shall attend all meetings of the Authority and shall see that timely and accurate financial statements are prepared. He or she shall perform such other duties as may be delegated to him or her by the members.

ARTICLE V - ADMINISTRATION

A. **Selection:** The members may select and retain competent management for SGWASA or may contract with independent contractors or consultants to satisfy staffing needs and may do all other things allowed by Article 1, Chapter 162A of the North Carolina General Statutes necessary for the administration of SGWASA.

ARTICLE VI - INDEMNIFICATION

Pursuant to North Carolina General Statutes Section 160A-167, SGWASA may provide a defense for its members, former members, employees, former employees, officers, and former officers as set out in N.C.G.S. § 160A-167(a) and may also appropriate funds for the purpose of paying all or part of a claim made or any civil judgment entered against any SGWASA member, former member, employee, former employee, officer or former officer as set out in N.C.G.S. § 160A-167(b). Nothing herein shall be read to restrict those powers granted to the governing body of an authority by N.C.G.S. § 160A-167 in any way.

ARTICLE VII – CONFLICTS OF INTEREST

A conflict of interest shall include any matter from which a member of SGWASA would by reason of contractual relationship or family relationship stand to have a direct pecuniary interest in the outcome of any matter to be determined.

Any conflict of interest or possible conflict of interest on the part of any member shall be disclosed to the other members and made a matter of record when the interest becomes a matter of Board action. Any governing board member having a conflict of interest or possible conflict of interest on any matter shall not vote or use his personal influence on the matter, and he shall not be counted in determining the quorum of the meeting, unless required by law. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting, and the quorum situation. The foregoing requirements shall not be construed as preventing the member from briefly stating his position in the

matter, nor from answering pertinent questions of other board members since his knowledge may be of great assistance. Any new member of the Board will be advised of this policy upon entering on the duties of his office.

ARTICLE VIII – AMENDMENTS

These Bylaws of the SGWASA may be amended by affirmative vote of a majority of the members at the annual meeting, monthly meeting, or any special meeting of the Authority, provided that a full presentation of such proposed amendments shall have been published in the notice calling the meeting or in the agenda prepared for the meeting and distributed to all members in advance of the meeting.

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: November 6, 2023
Title: **Veterans Affairs Committee**

PURPOSE:
To make appointments to the Veterans Affairs Committee.

BACKGROUND:
The purpose of the Granville County Veterans Affairs Committee is to advise the Granville County Veterans Service Officer on issues concerning Veterans and their families and make recommendations to the County Manager and the Board of Commissioners on how the County can better serve our Veterans.

Jim Albright (District 5) and Charles Penland (Moses S. Cash American Legion Post 161) have resigned and need to be replaced.

Others serving:	Larry Hester	District 1
	Ronnie Boyd	District 2
	Michael O'Briant Turner	District 3
	Harriet Morton	District 4
	Vacant	District 5
	Allan Strickland	District 6
	Gerard Seibert	District 7
	Lynette Breisacher	Spouse of a Veteran
	Judy Smith	Female Veteran
	Anne Williams	At-Large Member
	David Sella	At-Large Member
	Charles Miller	Ernest F. Hart American Legion Post 90
	James E. Hunsuckle	Butner-Creedmoor VFW Post 10777
	Sandra Eaton	Hester-Crews American Legion Auxiliary Unit 166
	Vacant	Moses S. Cash American Legion Post 161
	A.J. Spiess	Veterans Service Officer
	Donique La Mar	Veterans Service Technician
	Russ May	Commissioner

ACTION TAKEN:

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Approval of Amendment to Interlocal Agreement with City of Creedmoor for Second School Resource Officer**

PURPOSE:
To approve Amendment to Interlocal Agreement with City of Creedmoor for second School Resource Officer (SRO).

BACKGROUND:
Starting in fiscal year 2022-2023, Granville County transferred funds to the City of Creedmoor to reimburse the City for the cost of one School Resource Officer that the City agreed to provide for a Granville County public school within the city limits. This year, as the Granville County Sheriff's Office is still training new deputies to be SROs and was not able to provide the number of SROs originally anticipated, the Sheriff agreed to transfer additional funds to the City of Creedmoor so that they could provide an additional SRO this school year. This teamwork is appreciated, and the City of Creedmoor has been and will now be providing SROs to both South Granville High School and the re-located Hawley Middle School. In future years, County staff, Granville County Public Schools, and our municipalities with schools within their city limits hope to combine County funding, municipal funding, and expanded state grant funding in a way that will allow for the appropriate local law enforcement agency to provide SROs within their jurisdictions and for all Granville County public schools to have a dedicated school resource officer.

RECOMMENDATION:
County Manager recommends approval.

ATTACHMENTS:
Draft Agreement
Creedmoor SRO Agreement 2022-2023

ACTION TAKEN:

FIRST AMENDMENT TO
SCHOOL RESOURCE OFFICER AGREEMENT

The GRANVILLE COUNTY SCHOOL SYSTEM ("GCPS"), CREEDMOOR POLICE DEPARTMENT/CITY OF CREEDMOOR ("CPD"), and GRANVILLE COUNTY ("County") hereby agree to amend that certain School Resource Officer Agreement dated effective July 1, 2022 (the "Initial SRO Agreement") entered into by and between the parties as follows:

1. Effective Date of Amendment; Contract Otherwise Unchanged This Amendment shall be effective and begin on July 1, 2023 and end on June 30, 2024. This parties agree and acknowledge that this Amendment does not otherwise modify the provisions of Section 16 of the Initial SRO Agreement, including but not limited to as it relates to renewal and termination. Except as expressly provided herein, the Initial SRO Agreement that was duly approved and executed by the Parties for fiscal year 2022-2023 remains unchanged as attached hereto and incorporated herein by reference as **Exhibit "A".**
2. Assigned Schools: Section 2.4.1 of the Initial Agreement is deleted in its entirety and replaced with the following:
    a. 2.4.1. SRO officers shall be assigned by CPD at Granville County Public Schools located within the City limits of Creedmoor, NC.
3. For the fiscal year beginning on July 1, 2023 and ending on June 30, 2024, CPD will provide two (2) full-time School Resource Officers ("SROs") at Granville County Public Schools located withing the City limits of Creedmoor at a cost of $75,000.00 per SRO to be funded by the County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of October ___, 2023.

GRANVILLE COUNTY PUBLIC SCHOOLS

By:_____ _____
Dr. Stanley Winborne, IV, Superintendent Glenda Williams, Board Chair

Date: _____ Date: _____

PRE-AUDIT CERTIFICATION
This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

_____
Vickie S. Hines, Interim Chief Financial Officer

CREEDMOOR POLICE DEPARTMENT

By:_____
Troy Wheless, Police Chief

Date: _____

CITY OF CREEDMOOR

By:_____
Mike Turner, City Manager

Date: _____

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

_____
Lee Faines, City Finance Director

GRANVILLE COUNTY

By:_____
Drew Cummings, County Manager
Date: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Stephen M. McNally
Finance Director, County of Granville

EXHIBIT "A"

[SRO Agreement]

SCHOOL RESOURCE OFFICER AGREEMENT

This AGREEMENT is made effective this the 1st day of July, 2022 by and between the GRANVILLE COUNTY SCHOOL SYSTEM ("GCPS"), CREEDMOOR POLICE DEPARTMENT/CITY OF CREEDMOOR (CPD), and GRANVILLE COUNTY as follows:

W I T N E S S E T H:
WHEREAS, GCPS desires to obtain from CPD, and CPD agrees to provide for GCPS, a School Resource Officer ("SRO") Program in GCPS consisting of not less than one (1) full time School Resource Officer ("SRO"), their vehicle, supplies and equipment, and GRANVILLE COUNTY agrees to pay the full cost of CPD providing the SRO Program; and

WHEREAS, GCPS and CPD desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO in GCPS.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Goals and Objectives - It is understood and agreed that GCPS and CPD officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
1.2 To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTO meetings, athletic events and concerts;
1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
1.4 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus, to the extent consistent with school board policy; and
1.6 To encourage the SRO to provide traffic control and crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control officer or crossing guard is absent.

2.0 Employment and Assignment of School Resource Officers

2.1 CPD agrees to employ not less than one (1) School Resource Officer (SRO) during the term of this Agreement. The SRO shall be an employee of CPD and shall be subject to the administration, supervision and control of CPD, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 CPD agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of CPD. The SRO shall be subject to all other personnel policies and practices of CPD except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 CPD, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

2.4 The SRO shall be assigned by CPD as follows:

2.4.1 One shall be assigned to South Granville High School & Creedmoor Elementary School

2.5 In the event the SRO is absent from work, the SRO shall notify both their supervisor in CPD and the principal of the school to which the SRO is assigned. In the event the SRO is absent due to illness or disability for a period of ten (10) consecutive work days, CPD agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work. When a trained SRO is not available, the CPD may assign a sworn officer on a temporary basis to fulfill the duties hereunder.

3.0 Duty Hours

3.1 The maximum number of hours that the SRO officer shall be on duty in a work week shall be 43 hours and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between GCPS, at the direction of the principal of the school (or the principal's designee) to which the officer is assigned, and CPD.

3.2 The SRO shall be on duty at their respective school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between CPD and GCPS by the Executive Director of Operations and Safety or the Principal. During that time period, they shall be allowed one hour for lunch. This totals 37 hours and 30 minutes. The remainder of the officers' 43-hour work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

3.3 It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

3.4 In the event of an emergency or other pressing need for services at another location; CPD may order the SRO to leave their regularly assigned duty station.

4.0 Basic Qualifications of School Resource Officers (SROs) - To be a SRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education polices and regulations;

4.3 Shall be capable of conducting criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

5.1 To protect lives and property for the citizens and public school students of the County;

5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

5.3 To investigate criminal activity committed on or adjacent to school property;

5.4 To counsel public school students in special situations when requested by the principal or the principal's designee or by the parents of a student;

5.5 To answer questions that students may have about North Carolina Criminal or juvenile laws, but not to give legal advice;

5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

5.7 To provide security for special school events or functions, such as PTO meetings, at the request of the principal or the principal's designee; and

5.8 To provide traffic control during the arrival and departure of students when a school crossing guard is absent.

5.9 To follow all Granville County School policies, unless they are inconsistent with the policies of the CPD.

5.10 To notify the principal of the school to which such SRO is assigned as soon as possible after law enforcement action is taken on the campus and to provide the principal of such school a copy of the initial report as allowed by law. In instances where the CPD believes that notifying the principal would compromise an investigation, the CPD shall notify the Superintendent.

6.0 Chain of Command

6.1 As an employee of CPD, the SRO shall follow the chain of command as set forth in CPD Policies and Procedure Manual.

6.2 In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7.0 Training/Briefing

7.1 The SRO shall be required by CPD to attend training and briefing sessions at such times as CPD may require. These sessions will be held at the direction of the Chief of Police or his designee. The GCPS may also require the SRO to attend training and briefing sessions on topics particular to law enforcement in the school setting, upon a schedule mutually agreed upon between the GCPS and the CPD.

7.2 Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service TASER training. GCPS also may provide training in Board of Education Policies, regulations and procedures, and other topics related to the educational environment.

7.3 To the extent reasonably practical, training and briefing sessions will be scheduled for days when school is not in session.

8.0 Dress Code - The SRO shall be provided a departmental issued uniform by CPD and required to wear the uniform whenever on duty as an SRO.

9.0 Supplies and Equipment - CPD agrees to provide the SRO with the following equipment:

9.1 Motor vehicles. CPD shall provide a standard patrol vehicle for the SRO. In addition, CPD agrees to:

9.1.1 maintain the vehicles assigned to the SRO;

9.1.2 pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicle; and

9.1.3 purchase and maintain comprehensive general auto liability insurance on the said vehicles as purchased by the City.

9.2 Weapons and ammunition. CPD agrees to provide the standard issued firearm(s) and rounds of ammunition for each SRO. CPD may provide such other weapons as the CPD shall determine in its sole and absolute discretion.

9.3 Office Supplies. CPD agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his or her duties.

10.0 Transporting Students

10.1 It is agreed that the SRO shall not transport students in their vehicles except:

10.1.1 when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

10.1.2 when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

10.2 If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender as the student to be transported to accompany the officer in the vehicle.

10.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

10.4 Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicles.

10.5 The SRO shall notify the school principal before removing a student from campus.

11.0 Investigation, Interrogation, Search and Arrest Procedures – The SRO shall adhere to federal and state law when conducting investigations, interrogations, searches and arrests. Specifically, the SRO shall adhere to the procedures set forth in Chapter 7B of the General Statutes of North Carolina when dealing with juveniles.

11.1 The Board of Education has adopted Board Policies governing Relationships with Law Enforcement, Student Searches, and School Level Investigations. School system employees will be governed by these and other Board policies in investigating misconduct, searching students, and supporting the efforts of law enforcement.

11.2 CPD and GCS agree to develop joint written guidelines for student searches and investigations.

11.3 Reporting of Serious Crimes – Per N.C.G.S. §115C-288, if a school investigation uncovers that an act has occurred on school property involving assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance in violation of the law, the principal or the principal's designee shall notify the SRO as well as the superintendent's designee.

12.0 Bomb Threats - It is a misdemeanor to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat in accordance with GCPS policies and procedures.

13.0 Controlled Substances

13.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.

13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified.

14.0 Riots and Civil Disorders

14.1 In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.

14.2 If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request assistance. The principal or his designee also shall notify the appropriate GCPS central office staff in accordance with GCPS policies.

14.3 To the extent possible, all communications should be made by telephone.

14.4 If deemed necessary by school and law enforcement officials, the campus may be locked down or access to campus restricted in order to restore order and safety.

14.5 The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.

15.0 Access to Education Records

15.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except as allowed by the Family Education Rights and Privacy Act and related state and federal laws and regulations.

15.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of

the information to meet the emergency situation, and the extent to which time is of the essence.

15.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

16.0 Term of Agreement - The term of this agreement is one year commencing on the July 1, 2022 and ending on the June 30, 2023. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of nonrenewal is given by any party (including Granville County), in writing, prior to June 15th of the initial or any succeeding term.

The foregoing notwithstanding, this Agreement may be terminated with cause if (1) either GCPS or CPD gives written notice alleging to the other that such other party has substantially defaulted in the performance of any of its obligations under this Agreement, and (2) such default is not cured within thirty (30) days following the receipt of such written notice, then this Agreement may be terminated thereafter for cause, upon five (5) days written notice.

17.0 Consideration - Granville County agrees to pay the full cost of the Program as determined by the Finance Officer of the County, subject to the approval by the Board of County Commissioners, in a sufficient amount to fund the said Program each fiscal year.

18.0 Insurance and Indemnification

18.1 City of Creedmoor shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One million dollars ($1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement.

18.2 City of Creedmoor shall maintain workers' compensation insurance as required by law on the SRO providing services under this Agreement.

19.0 Evaluation - It is mutually agreed that GCPS shall evaluate annually the SRO Program and the performance of the SRO on forms developed jointly by the parties. It is further understood that GCPS'S evaluation of each officer is advisory only and that CPD retains the final authority to evaluate the performance of the SRO.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

GRANVILLE COUNTY PUBLIC SCHOOLS

By: _____ _____

Dr. Alisa McLean, Superintendent — David Richardson, Board Chair

Date: 8/1/22 — Date: 8/1/22

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Vickie S. Hines 8/9/22

Vickie S. Hines, Interim Chief Financial Officer

CREEDMOOR POLICE DEPARTMENT/CITY OF CREEDMOOR

By: _____ _____

Keith E. King, Police Chief — Michael Frangos, Interim City Manager

Date: 6/28/2022 — Date: 6/28/2022

GRANVILLE COUNTY

By: _____

Michael S. Felts, County Manager

Date: 6/27/2022

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally

Finance Director, County of Granville

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Korena Weichel, Deputy County Manager
Department:	Administration
Date:	November 6, 2023
Title:	**UNC School of Government Workplace Climate Survey**

PURPOSE:

To consider approval of a service agreement with UNC School of Government's Local Government Workplaces Initiative (LGWI) to conduct a workplace climate survey.

BACKGROUND:

The Local Government Workplaces Initiative (LGWI) began at UNC School of Government in 2012 to help local governments create great workplaces by listening to employees. LGWI accomplishes this through various methods including the use of surveys, interviews, focus groups, and analysis of HR data.

One instrument used is the Workplace Climate Survey which gives employees voice and enables organizations to assess morale, evaluate working conditions, identify employee experiences, and test out alternative policies. Providing this survey to Granville County employees will enable County management to identify focus areas that will enhance employee recruitment and retention strategies, in line with the County's 5-Year Strategic Plan Objective #9 "Develop Granville County Government as a preferred employer in the Region K area".

Utilizing LGWI and the reputation of UNC's School of Government will facilitate higher employee participation because employees have assurance that individual results are kept confidential by the school's Research Participant Protections.

A tentative timeline is shown below for reference purposes.

November 6, 2023 .....Board Approval
November 15, 2023 – January 15, 2024.....Survey Preparation & Internal Promotion
January 22 – February 9, 2024.....Survey Launch Period
March 4, 2024.....Draft Survey Results
March 25, 2024.....Final Tableau Visualization Results

The cost for survey development, administering the implementation process, providing visualization analysis and departmental summaries, and presenting results to key stakeholders identified by county administration is $10,000. LGWI also offers add-on services including post-survey focus groups, departmental deep drives, training for managers/supervisors tailored to growth areas revealed in the survey, and a one- or two-page infographic that reports key findings and next steps. The addition of any of these services will be determined upon review of the survey results; therefore, staff's recommendation is to approve a "not-to-exceed" amount of $15,000 for this initiative.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

A limited number of entities offer this service, which is of such a unique nature that solicitation of multiple bids is not feasible. Along with the proposal from LGWI, one additional proposal was received from Polco, a vendor known for The National Employee Survey (NES), in the amount of $19,800. LGWI was selected to be the preferred vendor that best fits the needs of Granville County.

FUNDING:

Funding is available in the fiscal year 2024 Non-Departmental Training Budget Line #10-8540-122.

RECOMMENDATION:

Subject to finalization of a suitable agreement, County administration recommends authorizing the County Manager to execute an agreement with the Local Government Workplace Initiative to conduct a Workplace Climate Survey Agreement in an amount not to exceed $15,000.

ACTION TAKEN:

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**County Manager's Report**

PURPOSE:
Any matters as needed by the County Manager.

ACTION TAKEN:

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 2, 2023
Title:	**Resolution Adopting Consensus Principles Part II for Revised Falls Lake Rules**

PURPOSE:

To approve Upper Neuse River Basin Association (UNRBA) Principles II and resolution of support.

BACKGROUND:

UNRBA is requesting that all member jurisdictions approve the attached consensus principles via the attached resolution. These have been developed through the joint work/negotiation of all the members' representatives. County Attorney Jim Wrenn will update the Board on the matter.

ATTACHMENTS:

Consensus Principles II
Resolution

ACTION TAKEN:

UPPER NEUSE RIVER BASIN ASSOCIATION (UNRBA) CONSENSUS PRINCIPLES II TO GUIDE REVISIONS TO THE FALLS LAKE RULES
DRAFT - To be dated upon Approval by the UNRBA Board of Directors

These Consensus Principles are based on scientific conclusions resulting from a 10-year evaluation of Falls Lake and its watershed by the UNRBA, NC Collaboratory, and other organizations. The information now available cannot be fully described in this set of Consensus Principles but is described in more detail in a companion document titled "Concepts and Principles for the UNRBA Recommendations for a Revised Falls Lake Nutrient Management Strategy" available online at https://unrba.org/reexamination.

The UNRBA is committed to a cooperative and collaborative process to reach agreement on revised Falls Lake Rules (also referred to as the revised Falls Lake Nutrient Management Strategy). The Association appreciates our positive relationship with the NC Department of Environmental Quality and its Division of Water Resources (DEQ-DWR). The UNRBA will work diligently to maintain this relationship through the development and the adoption of a revised set of Falls Lake Rules. We have had the opportunity to interact and report to the NC Environmental Management Commission (EMC) on initiatives of the UNRBA. We plan to continue this communication through the readoption and implementation of the Falls Lake Rules. These Consensus Principles, and supporting information, will be provided to DEQ-DWR, the EMC, and the NC General Assembly as required by State law.

1. Revised rules are needed to promote effective action and sustainable investment by local governments, utilities, and other partners to meet the goals of maintaining, protecting, and improving water quality in Falls Lake into the future. The UNRBA recognizes the importance of this lake as a water supply source, an ecological and recreational resource, and a flood control reservoir.
2. NC DEQ-DWR and the EMC should move forward promptly with the revisions to the Falls Lake rules, taking into consideration these Consensus Principles.
3. The revised rules should embrace a systems approach focusing on solutions that consider interactions among surface water, land surfaces, groundwater, soils, and atmospheric and climatological drivers. This watershed-health approach should consider environmental benefits, costs, and impacts to users of the water resource and those asked to pay the costs of the regulations. The revised rules should improve water quality throughout the watershed, and not prioritize activities solely based on the reduction of nutrients to Falls Lake.
4. The revised rules should include adaptive management. Implementation of the rules should be reviewed every 5 years, with a report to address new information, conditions, or concerns that have developed during the previous 5 years. The UNRBA proposes that the adaptive management provision also include a detailed reevaluation of the rules completed 25 years after the date the revised rules are enacted. A detailed reevaluation should incorporate additional monitoring data collected by DWR and other organizations, data analysis, modeling evaluations, and consideration of technological advancements for improving water quality. The 25-year review should include a reexamination of the rules, so that changes may be proposed and put forward for consideration.
5. The revised rules should include a provision for a watershed organization to promote voluntary coordination of an investment-based, joint-compliance approach.
6. The revised rules should not require nutrient load reductions from natural or unmanaged areas including forests, land in forest succession, scrubland, non-pasture grassland, and isolated or connected wetlands. Nutrient loads from these areas should not be directly or

indirectly assigned to other source categories.

7. The revised rules should promote land conservation and preservation of natural or unmanaged areas as an investment credit.
8. The revised rules for managed lands should be an investment-based, joint-compliance approach. Managed lands include residential, commercial, institutional (schools, hospitals, other state and federal facilities, etc.), agricultural (cropland and pasture), road rights of way, recreational (parks), etc.
9. The revised rules should maintain the annual loading limits specified in the current new development rule, provide a more flexible evaluation-of-need for stormwater nutrient control for individual residential lots or for the subdivision of large family parcels for the purposes of passing land to heirs for building their homes, allow local governments to consider more innovative approaches to stormwater management, and include joint consultation among watershed organization members to assess and document consistent application of new development requirements.
10. Major and minor wastewater treatment plant owners should continue to optimize treatment performance using currently installed technologies. Review of plant performance should be included as a provision of the 25-year review. Plant and collection system owners should continue to track emerging technologies that may become technically and financially feasible in the future for further improvements to plant operations and biosolids handling; and identify and eliminate exfiltration from sewer lines and sanitary sewer overflows.
11. The revised rules should incorporate requirements for new wastewater treatment facility requests or expansion requests including provisions for technology upgrades, joint-compliance permits (e.g., the Lower Neuse Compliance Association's permit), nutrient offsets, and/or nutrient credit trading using practices on managed lands.
12. Investment credits should continue to be available for inspecting, identifying, and repairing or replacing malfunctioning onsite wastewater treatment systems and, as appropriate, for connecting onsite systems to sewer systems.
13. Separate, State-required nutrient management requirements should not be applied to managed lands in separate areas of the watershed (draining to an upstream watershed impoundment, arms of Falls Lake, etc.). However, water quality in all areas of the watershed should be tracked, particularly sub-watersheds with water-supply impoundments. The adaptive management provisions of the revised rules should address changing conditions in these waterbodies and allow for revisions to the program to address concerns as they arise.
14. The revised rules should expand the types of projects that qualify for investment credit, include the option of developing new credit types, and provide opportunity for other voluntary partners. The revised rules should promote local government participation in other watershed improvement actions.
15. The revised rules should encourage local governments to base implementation decisions on the principles of the fair and equitable treatment of members, and the residents of the watershed. The revised rules should promote opportunities for equitable stakeholder participation by encouraging input and participation from the public and interest groups.
16. The chlorophyll-a standard and water quality 303(d) assessment methodology for Falls Lake should be adjusted to better represent conditions in Falls Lake. The UNRBA supports an adjusted 303(d) assessment methodology and site-specific chlorophyll-a standard for Falls Lake and will continue to cooperate and collaborate with DEQ-DWR, Environmental Protection Agency (EPA), and other stakeholders on these revisions. The UNRBA does not recommend delaying rule revisions while these objectives continue to be developed and evaluated. Readoption of the Falls Lake Rules remains the priority so ongoing implementation efforts in the watershed can proceed.

GRANVILLE COUNTY RESOLUTION ENDORSING THE UPPER NEUSE RIVER BASIN ASSOCIATION ("UNRBA") CONSENSUS PRINCIPLES II FOR REVISED FALLS LAKE RULES

WHEREAS, the North Carolina Environmental Management Commission ("EMC") adopted the Falls Lake Rules ("Rules"), and the N.C. Rules Review Commission approved the Rules at its December 16, 2010, meeting, with an effective date of January 15, 2011;

WHEREAS, the jurisdictions of the Falls Lake watershed developed an original set of consensus principles in February 2010 to guide the development of the current Rules;

WHEREAS, the Rules (15A NCAC 02B .0275 (5)(f)) allow for the reexamination of the existing Rules using a Division of Water Resources ("DWR")-approved evaluation process, and for the results of the reexamination to be presented to DWR and the EMC;

WHEREAS, the UNRBA has followed the Rules' reexamination process, secured required approvals of the process by DWR, and invested in a 10-year, $10 million study of Falls Lake and its watershed, to establish an updated and comprehensive scientific basis for revisions to the Rules;

WHEREAS, on September 20, 2023, the UNRBA Board of Directors approved revised consensus principles ("Consensus Principles II", *see* Attachment A) for the readoption of the Rules;

WHEREAS, the UNRBA member local government jurisdictions desire to endorse the Falls Lake Consensus Principles II for the readoption of the Rules;

NOW, THEREFORE, BE IT RESOLVED, that the County of Granville endorses Consensus Principles II as adopted by the UNRBA Board of Directors, and recommends that the North Carolina Department of Environmental Quality and the EMC use these consensus principles as guidelines in developing the revised rules for Falls Lake.

_____ _____

Russ May, Chair Date

Granville County Board of Commissioners

_____

Debra A. Weary

Clerk to the Board

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	County Attorney's Report
Date:	November 6, 2023
Title:	**County Attorney's Report**

Any items as needed by the County Attorney.

ACTION TAKEN:

Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Presentations by County Board Members**

PURPOSE:

Board members will make comments, give reports, and make announcements.

- Commissioner Tony W. Cozart
- Commissioner Timothy Karan
- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Commissioner Rob Williford
- Commissioner Sue Hinman
- Chair Russ May

ACTION TAKEN:

Granville County
Administration
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	November 6, 2023
Title:	**Any Other Matters**

PURPOSE:
To consider any other matters as needed.

ACTION TAKEN: