

Agenda

Granville County Board of Commissioners

June 21, 2021

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS
Monday, June 21, 2021



Call to order @ 7:00 p.m.....	Chair Sue Hinman
Invocation and Pledge of Allegiance.....	Chair Sue Hinman

Consent Agenda

1. Contingency Summary (p. 3)
2. Budget Amendment #8 (p. 5)
3. Budget Ordinance for Special Revenue Funds (p. 12)
4. Project Ordinance Budget Amendment - GAP Phase III - FY 2021 (p. 15)
5. Project Ordinance Budget Amendment - CARES Election and HAVA Grant (p. 16)
6. Project Ordinance - American Rescue Plan Fund (p. 18)
7. Tax Refunds, Releases and Write-offs (p. 21)
8. Purchase Voting Equipment (p. 22)

Introductions, Recognitions and Presentations

9. Recognition - 2021 Governor's Volunteer Service Awards (p. 32)
10. Sheriff's Presentation (p. 36)
11. Triangle North Mountain Bike Trails Presentation (p. 41)

Public Hearings

12. Zoning Map Amendment (Rezoning) Petition - Intersection of US HWY 15 and Chewning Road North of Oxford (p. 58)
13. Major Special Use Application (p. 112)

Public Comments

14. Public Comments (p. 168)

Tax Matters

15. Refund Request – Choplin (p. 169)
16. Refund Request for Trevor Biggs (p. 174)

Appointments

- 17. Senior Services Advisory Committee (p. 181)
- 18. Aeronautics Authority of the City of Henderson, City of Oxford, County of Granville and County of Vance (p. 182)

County Manager's Report

- 19. NACo Voting Delegate (p. 183)
- 20. Granville County Employee Wellness Program (p. 184)
- 21. Stormwater Utility Services Manager Scope of Services - Fiscal Year 2021-2022 (p. 186)
- 22. Stepping Up Initiative Interlocal Agreement Amendment (p. 214)

County Attorney's Report

- 23. County Attorney's Report (p. 238)

Presentations by County Board Members

- 24. Presentations by County Board Members (p. 239)

Any Other Matters

- 25. Any Other Matters (p. 240)

Closed Session

- 26. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 241)



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 15, 2021

Title: Contingency Summary

RECOMMENDATION:

Finance Director recommends approving Contingency Summary.

ATTACHMENTS:

Contingency Summary

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary For FY 2020-2021 Budget June 21, 2021

Use of Contingency Summary - General Fund			
General Contingency (10-9910-991):			
Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 180,000
9/8/2020	Third party consulting for Sheriff's department	\$ (100,000)	\$ 80,000
9/8/2020	Midway USA Foundation grant from 4-H Best to Cooperative Extension	\$ (450)	\$ 79,550
9/8/2020	Additional part-time help needed during Presidential elections	\$ (5,800)	\$ 73,750
10/5/2020	Annual E-911 maintenance contract with Motorola	\$ (51,740)	\$ 22,010
12/7/2020	Lease office space at 104 Belle Street	\$ (11,250)	\$ 10,760
12/7/2020	Fund increase bank fees	\$ (9,200)	\$ 1,560
Environmental Disaster Contingency (10-9910-993):			
Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 10,000
School Bond D/S Contingency (10-9910-994):			
Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 100,000
10/5/2020	Fund repairs of the boiler at Stovall Shaw Elementary School.	\$ 100,000	\$ -
Use of Fund Balance Summary - General Fund			
Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 2,955,337
9/8/2020	Carry over of Cardinal Innovations grant from FY 2020	\$ 12,500	\$ 2,967,837
9/8/2020	Carry over remaining funds from Human Relations Commission from FY 2020	\$ 4,947	\$ 2,972,784
9/8/2020	Fund one month's FY 18 window loan payment not previously requested by GHS	\$ 11,073	\$ 2,983,857
9/8/2020	Carry over fund for E-911 communications radio tower from FY 2020	\$ 90,000	\$ 3,073,857
9/8/2020	TANF funds received in June 2020 to be applied to FY 2021 Adoption incentives	\$ 13,637	\$ 3,087,494
9/8/2020	Carry over radio grant to fire districts from FY 2020	\$ 33,000	\$ 3,120,494
9/8/2020	Carryover order to Victory Supply for inmate clothing that was created in FY 2020	\$ 2,476	\$ 3,122,970
9/8/2020	Carry over funds for DSS vehicle purchase from FY 2020	\$ 25,000	\$ 3,147,970
9/8/2020	FY 2021 match portion of JCPC - Positive Actions	\$ 3,937	\$ 3,151,907
9/8/2020	Transfer first phase of CRF funding received in General Fund in FY 2020	\$ 796,963	\$ 3,948,870
10/5/2020	receipt of the Election Administration Assistance Fund grant	\$ (39,000)	\$ 3,909,870
11/2/2020	Renovations to GHS offices that will be leased by GV Health Department	\$ 1,078,400	\$ 4,988,270
11/2/2020	Lease payment to GHS for offices leased by GV Health Department	\$ 209,700	\$ 5,197,970
11/2/2020	Receipt of the supplemental CARES Act funds for COVID-related election exp's	\$ (26,500)	\$ 5,171,470
12/7/2020	Fund water/sewer evaluation design and permitting for Triangle North.	\$ 117,000	\$ 5,288,470
12/7/2020	Correct JCPC program balances	\$ (17,122)	\$ 5,271,348
12/7/2020	IT Expenditures (Office 365, Courthouse fiber, server installation)	\$ 105,000	\$ 5,376,348
12/7/2020	Funding of COTT System fees for FY 2021.	\$ 16,000	\$ 5,392,348
12/7/2020	Carry forward FY 2020 balance of Local Emerg. Mgmt Program Funds	\$ 71,548	\$ 5,463,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 72,000	\$ 5,535,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 18,500	\$ 5,554,396
1/19/2021	Board of Elections - Sanitizing poll facilities	\$ 50,000	\$ 5,604,396
1/19/2021	Board of Elections - additional election and poll workers	\$ 60,000	\$ 5,664,396
3/15/2021	Fund custodial positions for VGCC	\$ 3,594	\$ 5,667,990
3/15/2021	Additional Building Rent for temporary Senior Center - South facility	\$ 15,000	\$ 5,682,990
3/15/2021	Maintenance Contract for Motorola Solutions radio equipment	\$ 25,000	\$ 5,707,990
3/15/2021	Costs associated with refinancing Series 2010A RZEDB bonds	\$ 55,673	\$ 5,763,663
5/17/2021	Adjust available ROAP Funding	\$ (135,562)	\$ 5,628,101
6/21/2021	Transfer of GAP Phase III funds	\$ 998,060	\$ 6,626,161
6/21/2021	50% County match to NC One Grant for Carolina Coop	\$ 200,000	\$ 6,826,161
6/21/2021	Election equipment not covered by HAVA grant	\$ 214,500	\$ 7,040,661
6/21/2021	Correct Funding from General Fund to the COVID-19 Relief Fund	\$ (889,829)	\$ 6,150,832
6/21/2021	Fund expenditures in the CARES Election/HAVA grants that exceed grant amounts	\$ 5,000	\$ 6,155,832
6/21/2021	Fund additional IT licensing and connectivity.	\$ 35,000	\$ 6,190,832
6/21/2021	Fund adjustment in salaries and various operating expenditures for Sheriff's Office	\$ 232,789	\$ 6,423,621



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 15, 2021

Title: Budget Amendment #8

RECOMMENDATION:

Finance Director recommends approving Budget Amendment #8.

ATTACHMENTS:

Budget Amendment #8

ACTION TAKEN:

Budget Amendment #8
6/21/2021

Be it ordained, the FY 2020-2021 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)

General Government

Administration

6,800

IT

60,000

Board of Elections

214,500

Public Safety

Sheriff's Department

328,000

911 Operations

3,000

Addressing / GIS

2,000

Community Services

4-H Best

(1,116)

Economic Development

6,000

Human Services

Granville Medical Center

470

Social Services

3,881

Area Projects and Other Appropriations

Non-Departmental

642,019

Pass Thru Funds

180,776

Contributions to Other Funds

Contributions and Transfers

297,231

Total Expenditures

1,743,561

Revenues: Increase/(Decrease)

Restricted and Intergovernmental

828,041

Appropriated Fund Balance

915,520

Total Revenues

1,743,561

SOCIAL SERVICE FUND

Expenditures: Increase/(Decrease)

Total Expenditures

\$200,000

\$200,000

Revenues: Increase/(Decrease)

Total Revenues

\$200,000

\$200,000

EQUITABLE SHARING/FORFEITURE FUND

Expenditures: Increase/(Decrease)

Total Expenditures

\$500,000

\$500,000

Revenues: Increase/(Decrease)

Total Revenues

\$500,000

\$500,000

SHERIFF'S SPECIAL FUND

Expenditures: Increase/(Decrease)

Total Expenditures

\$30,000

\$30,000

Revenues: Increase/(Decrease)	\$30,000	\$30,000
<i>Total Revenues</i>		

LANDFILL FUND

Expenditures: Increase/(Decrease)	\$19,000	\$19,000
Landfill Operations		
<i>Total Expenditures</i>		

Revenues: Increase/(Decrease)	\$19,000	\$19,000
Other Revenues		
<i>Total Revenues</i>		

COUNTY HEALTH PLAN

Expenditures: Increase/(Decrease)	\$183,000	\$183,000
Administration		
<i>Total Expenditures</i>		

Revenues: Increase/(Decrease)	\$183,000	\$183,000
Revenues from other funds		
<i>Total Revenues</i>		

Budget Amendment #8

Balance

(For reference only)

General Fund/Granville Health Systems

Expenditures: Increase/ (Decrease)	\$178,730	\$755,418
10- 5700 720 Debt interest	(\$178,260)	\$849,898
10- 5700 710 Debt Principal	(\$470)	\$2,530
10- 8540 120 Available for Grant Match		

Description: Correct allocation of GHS debt service funding between principal and interest.

General Fund/Non-Dept.

Expenditures: Increase/ (Decrease)	\$12,500	\$15,030
10- 8540 120 Available for Grant Match		
Revenues: Increase/(Decrease)	\$12,500	\$28,116
10- 3583 342 JCPC - Trail to Success		

Description: To reflect the revenue portion of addition FY 2021 funding to the JCPC Trail to Success program.
Expenditure portion of this budget amendment was entered May 17, 2021

General Fund/Non-Departmental

Expenditures: Increase/ (Decrease)	\$120,000	\$395,000
10- 8540 109		
Revenues: Increase/(Decrease)	\$120,000	\$5,748,101
10- 3990 991		

Description: Fund larger than anticipated legal fees for the Sheriff's office.

General Fund/Pass Thru Funds and Transfers

Expenditures: Increase/ (Decrease)						
10-	5831	399	Agricultural Other Service	-\$1,116	\$1,384	
10-	8580	146	JCPC-Trail to Success	\$1,116	\$31,351	
Revenues: Increase/(Decrease)						
10-	3583	334	4-H Best	-\$1,116	\$55,414	
10-	3583	342	JCPC-Trail to Success	\$1,116	\$29,232	

Description: Transfer of funds from 4-H Best to Trail for Success, as directed by the Division of Adult Correction and Juvenile Justice as of May 14,2021.

General Fund/Administration

Expenditures: Increase/ (Decrease)						
10-	4120	381	Computer Service	\$6,800	\$9,575	
10-	8540	120	Available for Grant Match	-\$6,800	\$8,230	

Description: Move funds for grants software back into the Administration department. Funds were originally moved in BA #5.

General Fund/DSS

Expenditures: Increase/ (Decrease)						
10-	5300	624	Energy Neighbor	1,081	\$4,925	
10-	5300	624	Energy Neighbor	2,800	\$7,725	
Revenues: Increase/(Decrease)						
10-	3538	332	Public Assistance	3,881	\$526,046	

Description: Update energy public assistance (DSS budget amendments #15 - \$2,800 and correction of DSS BA #10 - \$1,081).

General Fund/Contributions and Transfers

Expenditures: Increase/ (Decrease)						
10-	9800	049	Transfer to GAP Phase III Project	\$998,060	\$998,060	
Revenues: Increase/(Decrease)						
10-	3990	991	Appropriated Fund Balance	\$998,060	\$6,746,161	

Description: Appropriate funds approved in October 2019 and not yet transferred along with remaining general funds required to complete GAP Phase III project construction and signage.

General Fund/Non-Departmental

Expenditures: Increase/ (Decrease)						
10-	8540	801	Economic Incentive Grant	\$250,000	\$900,000	
Revenues: Increase/(Decrease)						
10-	3327	360	Building Reuse Grant	\$250,000	\$500,000	

Description: Fund the full amount of Building Reuse Grant for the Altec project.

General Fund/Non-Departmental

Expenditures: Increase/ (Decrease)						
10-	8540	801	Economic Incentive Grant	\$600,000	\$1,500,000	
Revenues: Increase/ (Decrease)						
10-	3492	360	ONE NC Fund Grant	\$400,000	\$400,000	
10-	3990	991	Appropriated Fund Balance	\$200,000	\$6,946,161	

Description: Recognize proceeds from NC One Grant (\$400,000) and 50% County match (\$200,000) to Carolina

Coop, as approved by the Granville County BoCC on June 7, 2021.

General Fund/Board of Elections					
Expenditures: Increase/ (Decrease)				\$214,500	\$235,235
10-	4170	510	Capital Outlay		
Revenues: Increase/(Decrease)				\$214,500	\$7,160,661
10-	3990	991	Appropriated Fund Balance		

Description: Fund purchase of elections equipment not covered by HAVA grant funds (\$50,425), as approved by the Granville County BoCC on March 15, 2021.

General Fund/General Government					
Expenditures: Increase/ (Decrease)				\$1,000	\$763,037
10-	4390	121	Salaries	\$1,000	\$113,500
10-	4390	122	Overtime	\$1,000	\$88,497
10-	4390	181	FICA	\$1,000	\$56,714
10-	4396	121	Salaries	\$500	\$6,155
10-	4396	182	Retirement	\$500	\$8,700
10-	4396	183	Health Insurance	\$5,000	\$129,806
10-	4920	121	Salaries	\$1,000	\$13,668
10-	4920	182	Retirement	\$19,000	\$19,936
10-	9800	060	Contribution to Landfill	-\$30,000	\$245,961
10-	8540	113	Performance Based Adjustment		

Description: Fund salaries adjustments and additional overtime for various General Fund departments, as well as the same in the Landfill fund.

General Fund/Pass Thru Funds					
Expenditures: Increase/ (Decrease)				\$9,700	\$44,985
10-	8580	100	ROD - State General Fund	\$1,600	\$3,895
10-	8580	101	Reg Deeds Domestic Violence	\$360	\$745
10-	8580	103	Register's Child Trust	\$150,000	\$444,000
10-	8580	105	Reg Deeds Rec & Natural Heritage		
Revenues: Increase/(Decrease)				\$9,700	\$43,700
10-	3418	410	RoD Fees and Seals	\$1,600	\$3,940
10-	3418	415	RoD Domestic Violence	\$360	\$750
10-	3418	413	RoD - Children's Trust	\$110,000	\$420,000
10-	3240	110	RoD - Excise Stamp Tax	\$40,000	\$330,000
10-	3240	113	Excise Rec/ Heritage		

Description: To reflect greater than anticipated collection (and corresponding remittance to the State) of Register of Deed fees.

General Fund/Pass Thru Funds					
Expenditures: Increase/ (Decrease)				\$18,000	\$18,000
10-	8580	150	COVID 19 Relief Fund	(\$907,829)	\$325,598
10-	9800	030	Transfer to COVID-19 Relief Fund		
Revenues: Increase/(Decrease)				(\$889,829)	\$6,270,832
10-	3990	991	Appropriated Fund Balance		

Description: To correct funding from the General Fund to the COVID-19 Relief Fund. \$907,829 of CARES funds (received into the General Fund in May 2020) was classified as unspent and payable to the COVID-19 Relief fund as of June 30, 2020 (FY 2020). Funds were subsequently transferred to the COVID-19 Relief Fund upon expenditure in FY 2021.

General Fund/Contributions and Transfers

Expenditures: Increase/ (Decrease)

10-	9800	031	Transfer to CARES Election/HAVA fund	\$5,000	\$5,000
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Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	\$5,000	\$6,275,832
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Description: To fund expenditures in the CARES Election/HAVA grant fund that exceed grant amounts.

General Fund/Contributions and Transfers

Expenditures: Increase/ (Decrease)

10-	9800	085	Transfer To County Health Plan	\$183,000	\$183,000
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10-	8540	114	Health Insurance Increase	(\$32,250)	\$0
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10-	8540	113	Performance Base Adjustment	(\$150,750)	\$95,211
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Description: Transfer funds to County Health Plan Fund to cover additional Health Plan administrative expenditures.

General Fund/IT

Expenditures: Increase/ (Decrease)

10-	4122	381	Licensing	\$10,000	\$244,589
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10-	4122	399	IT Connectivity	\$50,000	\$276,310
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10-	8540	128	IT and Connectivity Services	-\$25,000	\$10,000
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Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	\$35,000	\$6,310,832
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Description: To fund additional IT licensing and connectivity expenditures.

General Fund/Sheriff

Expenditures: Increase/ (Decrease)

10-	4310	121	Salaries	\$165,000	\$3,463,897
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10-	4310	184	LEO Retirement	\$25,000	\$362,774
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10-	4310	260	Operational Supplies	\$25,000	\$72,000
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10-	4310	321	Telephone	\$12,000	\$52,000
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10-	4310	331	Utilities	\$91,000	\$163,000
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10-	4310	396	Ammunition	\$2,000	\$18,000
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10-	4310	510	Capital Outlay	\$8,000	\$18,000
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10-	8540	113	Performance Base Adjustment	-\$95,211	\$0
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Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	\$232,789	\$6,543,621
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Description: Fund adjustment in salaries as well as additional operational expenditures for the Sheriff's Office.

Social Service Contribution and Entrustment Fund<<<<<

Expenditures: Increase/ (Decrease)

Expenditures	\$200,000	\$200,000
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Revenues: Increase/ (Decrease)

Revenues	\$200,000	\$200,000
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Description: Establish a special revenue governmental fund for the Social Service and Entrustment fund, in order to be in comply with GASB 84 and GASB 97.

Equitable Sharing/Department of Justice - Forfeiture Fund

Expenditures: Increase/ (Decrease)				\$185,000	\$185,000
51-	4311	000	Expenditures	\$15,000	\$15,000
51-	'9800	010	Transfer to General Fund		
Revenues: Increase/ (Decrease)				\$195,000	\$195,000
51-	3431	411	Federal Seizure Funds	\$5,000	\$5,000
51-	3831	495	Interest		

Description: Establish a special revenue governmental fund for the Department of Justice portion of the Equitable Sharing/Forfeiture fund. Establishment of this fund is necessary to be in compliance with GASB 84 and GASB 97.

Equitable Sharing/Treasury Department - Forfeiture Fund

Expenditures: Increase/ (Decrease)				\$300,000	\$300,000
52-	4311	510	Capital Outlay		
Revenues: Increase/ (Decrease)				\$295,000	\$295,000
52-	3431	411	Federal Seizure Funds	\$5,000	\$5,000
52-	3831	495	Interest		

Description: To establish a special revenue governmental fund for the Treasury Department portion of the Equitable Sharing/Forfeiture fund. Establishment of this fund is necessary to be in compliance with GASB 84 and GASB 97.

Sheriff's Special Fund<<<<<<<

Expenditures: Increase/ (Decrease)				\$30,000	\$30,000
			Expenditures		
Revenues: Increase/ (Decrease)				\$30,000	\$30,000
			Revenues		

Description: To establish a special revenue governmental fund for the Sheriff's Special fund in order to be in compliance with GASB 84 and GASB 97.

Landfill Fund

Expenditures: Increase/ (Decrease)				\$15,000	\$187,468
60-	4725	121	Salaries	\$1,000	\$113,500
60-	4725	126	Part Time Salaries	\$1,500	\$88,997
60-	4725	181	FICA	\$1,500	\$277,461
60-	4725	182	Retirement		
Revenues: Increase/ (Decrease)				\$19,000	\$19,000
60-	3981	000	Contribution from General Fund		

Description: Adjust full and part time salaries in the Landfill department.

COUNTY HEALTH PLAN

Expenditures: Increase/ (Decrease)				\$183,000	\$863,919
85-	4200	193	HEALTH PLAN ADMIN		
Revenues: Increase/ (Decrease)				\$183,000	\$183,000
85-	3510	010	Transfer from General Fund		

Description: To fund additional Health Plan administrative expenditures for the balance of FY 2021.



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 15, 2021

Title: Budget Ordinance for agency funds

PURPOSE:

Creation of Special Revenue funds for former agency funds.

BACKGROUND:

GASB 84 – *Fiduciary Activities* and the related changes in GASB 97- *Certain Component Unit Criteria* have to be implemented for FY June 30, 2021. These pronouncements require changes in the reporting of fiduciary activities for NC local governments. Whereas, in the past, these activities were all classified as agency funds and presented as additions and deductions in the Consolidated Annual Financial Report, some of these funds meet the definition of governmental mandated non-exchange transactions, and therefore, should now be reported as special revenue funds that require budgets for FY 2021 and subsequent years.

The three funds qualifying for this treatment (Social Service, Equitable Sharing/Forfeiture and Sheriff's Special) are included in FY 2021 Budget Amendment #8 presented in this agenda meeting.

Also, the Finance Department's intent was to include these in the original FY 2022 Budget Ordinance that was approved June 7, 2021, but was not able to obtain direction from the Local Government Commission prior to that date as to how these funds should be treated.

FUNDING:

The creation of these funds requires no additional expenditures or transfer funding from any of the County's existing funds.

RECOMMENDATION:

Finance recommends establishment of these funds.

ATTACHMENTS:

Budget Ordinance for former agency funds.

ACTION TAKEN:

GRANVILLE COUNTY 2021-2022 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Granville County, North Carolina that the following Special Revenue funds be adopted:

Section 1. The following amount is appropriated in the Social Services Contribution and Entrustment fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Expenditures	200,000
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Section 2. It is estimated that the following revenues will be available in the Social Services Contribution and Entrustment fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Revenues	200,000
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Section 3. The following amount is appropriated in the Equitable Sharing/Forfeiture fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Expenditures	500,000
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Section 4. The following revenues are available for the Equitable Sharing/Forfeiture Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Revenues	500,000
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Section 5. The following amount is appropriated in the Sheriff's Special fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Expenditures	30,000
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Section 6. The following revenues are available for the Sheriff's Special Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Total Revenues	30,000
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Section 7. Copies of this Budget Ordinance shall be furnished to the Clerk of the Board of Commissioners and to the Budget Officer and to the Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Section 8. This Ordinance was adopted by the Granville County Board of Commissioners on June 21, 2021 and will become effective July 1, 2021.

Granville County Board of Commissioners

Sue Hinman, Chairman



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 14, 2021

Title: Project Ordinance Budget Amendment - GAP Phase III - FY 2021

RECOMMENDATION:

Finance Director recommends approval of Project Ordinance Budget Amendment.

ATTACHMENTS:

GAP Phase III - BA #2

ACTION TAKEN:



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 14, 2021

Title: **Project Ordinance Budget Amendment - CARES Election and HAVA Grant**

RECOMMENDATION:

Finance Director recommends approval of the Project Ordinance Budget Amendment - CARES Election and HAVA Grant.

ATTACHMENTS:

CARES Election and HAVA Grant BA #1

ACTION TAKEN:

**Grant Project Ordinance
2020 CARES Act Election Grant Fund
and HAVA Fund Election Preparedness Grant Projects
Budget Amendment # 1 (during Fiscal Year 2020-2021)
(Budget Amendment # 1 for grant project ordinance)**

Be it ordained, the Coronavirus Relief Fund Project Budget Ordinance is hereby amended as follows:

Revenues: Increase / (Decrease)		
HAVA GRANT Revenue	\$ -189,972	
Transfer from General Fund	3,762	
Total Revenues		\$ -186,210

Expenses: Increase/ (Decrease)		
HAVA Grant	\$ -189,794	
CARES ACT Election	3,584	
Total Expenses		\$-186,210

(For Reference Only)

			<u>Balance</u>
Revenue Increase/ (Decrease)			
31-3990-010	Transfer from General Fund	\$ 178	178
31-3328-002	HAVA GRANT REVENUE	\$ - 189,972	60,028
31-3990-010	Transfer from General Fund	\$ 3,584	3,762
Expenditure Increase/(Decrease)			
31-4172-002	HAVA GRANT EXPENDITURES	\$ -189,794	60,206
31-4171-001	CARES ACT ELECTION EXP.	\$ 3,584	83,772

Description: To correct HAVA Grant amount per the February 2, 2021 amendment, and to fund expenditures exceeding grant award amounts for both HAVA and the CARES Act Supplemental Fund from the General Fund.

**RESTATEMENT OF BUDGET LEVELS
Grant Project Ordinance
2020 CARES Act Election Grant Fund
And HAVA Fund Election Preparedness Grant Projects
(For County Auditors Reference)**

Expenditures		Revenues	
CARES Act Election Grant	\$ 83,772	CARES Act Election Grant	\$ 80,188
HAVA Grant	60,206	HAVA Grant	60,028
		Transfer From General Fund	3,762
	<u><u>\$ 143,978</u></u>		<u><u>\$ 143,978</u></u>



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 15, 2021

Title: American Rescue Plan Fund

PURPOSE:

To establish a grant fund to track the receipt and expenditure of Coronavirus State and Local Fiscal Recovery Funds as provided by the American Rescue Plan.

BACKGROUND:

The American Rescue Plan will deliver \$350 billion in Coronavirus State and Local Fiscal Recovery Funds for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency. Funding objectives include:

- Supporting urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replacing lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Supporting immediate economic stabilization for households and businesses
- Addressing systemic public health and economic challenges that have contributed to the unequal impact of the pandemic

Granville County will be eligible for up to \$11,740,344 in funding.

RECOMMENDATION:

Approve American Rescue Plan Grant Ordinance.

ATTACHMENTS:

American Rescue Plan Grant Ordinance

ACTION TAKEN:

GRANT PROJECT ORDINANCE
American Rescue Plan Project Ordinance

Be it Ordained by the Governing Board of Granville County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Coronavirus State and Local Fiscal Recovery Fund, established by the American Rescue Plan Act of 2021. These funds are intended to support continued COVID -19 response, replace lost public sector revenue, and promote economic development and utility infrastructure.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Project Description

<u>Component</u>	<u>Amount of Proceeds</u>
Water/ Waste Water infrastructure	\$3,522,103
Broadband	\$3,522,103
Economic Relief	1,174,035
Healthcare	\$3,522,103
Total	\$11,740,344

Section 4. The following revenues are anticipated to be available to complete this project:

<u>Component</u>	<u>Amount of Proceeds To Be Used</u>
American Rescue Plan Funding	\$11,740,344
Total	\$11,740,344

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements as required by the Grant Agreement and Federal and State regulations.

Section 6. The Finance Director is directed to report, on a periodic basis, on the financial status of each project elements in Section 3 and on the total revenues received or claimed.

Section 7. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this __21__ day of July, 2021

Granville County Board of Commissioners

Sue Hinman, Chair

ATTEST:

Debra Weary, Clerk to the Board



Granville County Tax Administration

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

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: June 9, 2021

Title: Tax Refunds, Releases and 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.

The following tax refunds, releases and write-offs are recommended for approval:

Refunds	April/May 2021:	\$2,566.47
Releases	April/May 2021:	\$ 901.49
Write-offs (\$2 and less)	April/May 2021:	\$ 6.03

A copy of the tax refunds, releases and write-offs is located in the Clerk's Office for inspection.

RECOMMENDATION:

Approval of tax refunds, releases and write-offs for April and May 2021.

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Tonya Burnette
Department: Elections
Date: June 8, 2021
Title: Purchase voting equipment

PURPOSE:

To purchase voting equipment using grant money.

BACKGROUND:

Our vendor, Printelect, informed us that we have to replace the batteries now in our M100 voting machines as part of our Preventive Maintenance. The cost is \$5,422.50 to replace them. They also informed us that they are going to upgrade the Unity system to Electionware in the very near future. The Unity system is the computer that we use to upload cards containing vote totals from each voting site. Once the upgrade occurs, Electionware will not work with our current M100 machines so we will have to purchase new voting equipment.

We received a HAVA (Help America Vote Act) grant in the amount of \$50,425.01. Elections Director Tonya Burnette obtained quotes to replace the voting equipment and presented them to the Board of Elections on February 5, 2021 requesting that they consider using the HAVA funds to upgrade the voting equipment. The Board of Elections reviewed the quotes and voted unanimously for Director Burnette to provide these quotes to the Board of Commissioners for consideration using the HAVA grant money to upgrade the voting equipment. During their regular meeting held on March 15, 2021, the Granville County Board of Commissioners approved authorizing the purchase of new elections equipment from Election Systems and Software as shown in Exhibit 4 (Option 2) in the amount of \$264,861.25, using the available HAVA grant funds in the amount of \$50,425.01 and county funding of \$214,436.24.

The Granville County Board of Elections was required by the State Board of Elections to test the proposed voting system and notified the State Board of Elections of the intent to test the system. The

Simulated Election was held on April 15, 2021 at the Expo and Convention Center. The Board completed its canvass of the simulated election in which the recommended voting system was tested and determined that the recommended system meets the requirements for voting in the county. The State Board of Elections and Attorney Jim Wrenn reviewed the voting system contract.

FUNDING:

Funding will consist of a HAVA grant in the amount of \$50,425.01 and a savings of \$5,422.50 since we would not have to replace batteries in the M100 voting machines.

RECOMMENDATION:

The Granville County Board of Elections requested permission from the State Board of Elections to purchase the recommended voting equipment. The State Board of Elections has approved for the Granville County Board of Elections to purchase the ES&S voting equipment. Following State Board of Elections approval, the County Board requests that the Granville County Board of Commissioners give final approval and adopt, acquire, and fund the recommended ES&S voting system in the amount of \$264,861.00, pursuant to Step 5 of the State Board of Elections requirements.

ATTACHMENTS:

Exhibit 1 - Request for Replacement of County Voting System
Exhibit 2 - Sales Order Agreement

ACTION TAKEN:



NORTH CAROLINA

STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27265,
Raleigh, NC 27611

(919) 814-0700 or
(866) 522-4723

Fax (919) 715-0135

Request for Replacement of County Voting System

The Granville County Board of Elections ("Board"), having met on February 5, 2021 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections shall do all of the following:

STEP 1: DEMONSTRATION

Witness a demonstration of the recommended type of voting system plus at least one other certified type of voting system. The demonstration can take place in the county or at a site designated by the State Board.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should be present at the demonstration if possible.

County Board member 1: <u>Donna Williams</u>	Demo Location: <u>Virtual</u>	Date: <u>3/10/21-Hart</u> <u>3/11/21 ESS</u>
Voting Systems Reviewed:	☐ Clear Ballot ClearVote 1.4 ☒ Hart InterCivic Verity 2.2	☒ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.2.0
County Board member 2: <u>Brian C. Brudlow</u>	Demo Location: <u>Virtual</u>	Date: <u>3/10/21-Hart</u> <u>3/11/21 ESS</u>
Voting Systems Reviewed:	☐ Clear Ballot ClearVote 1.4 ☒ Hart InterCivic Verity 2.2	☒ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.2.0
County Board member 3: <u>Ray W. Wiggins</u>	Demo Location: <u>Virtual</u>	Date: <u>3-10-21 Hart</u> <u>3-11-21 ESS</u>
Voting Systems Reviewed:	☐ Clear Ballot ClearVote 1.4 ☒ Hart InterCivic Verity 2.2	☒ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.2.0
County Board member 4: <u>Shanice Alvarez</u>	Demo Location: <u>Virtual</u>	Date: <u>3-10-21 Hart</u> <u>3-11-21 ESS</u>
Voting Systems Reviewed:	☐ Clear Ballot ClearVote 1.4 ☒ Hart InterCivic Verity 2.2	☒ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.2.0
County Board member 5: <u>Vacant Position 78</u>	Demo Location: _____	Date: _____
Voting Systems Reviewed:	☐ Clear Ballot ClearVote 1.4 ☐ Hart InterCivic Verity 2.2	☐ ES&S Unity 3.4.1.1 ☐ ES&S Voting System 5.2.2.0

STEP 2: PRELIMINARY RECOMMENDATION

Make a preliminary recommendation to the board of county commissioners as to which type of voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the demonstration, the Board recommended:	
☐	by resolution dated _____
☒	by letter dated <u>March 23, 2021</u> signed by <u>all Board Members</u> (See attached letter on the next page.)
☐	by presentation given on _____
☐	by nature of an official action taken on _____

that <u>Greenville</u> County adopt and acquire the:
☐ Clear Ballot ClearVote 1.4 Voting System
☒ ES&S Voting System 5.3.2.0 Voting System
☐ ES&S Unity 3.4.1.1 Voting System
☐ Hart InterCivic Verity 2.2 Voting System

STEP 3: TEST IN A REAL ELECTION

The county board must instruct the county board staff to test the proposed voting system in at least one precinct where the voting system would be used if adopted. The test must take place during an election.

- County board staff must notify State Board voting systems staff of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing canvass, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Specific to procurement of a voting system prior to 2020 primaries and elections, the test must occur on Election Day for the November 2019 election. Testing at a one-stop voting site for the November 2019 election will not be permitted.

☒	On <u>March 23, 2021</u> , the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
☐	The recommended voting system was tested during the _____ election. The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
☐	The recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
☒	The Board, having completed its canvass of the election in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

STEP 4: SBE APPROVAL

The county board of elections cannot replace any voting system, or any portion thereof, without approval of the State Board.

The Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof with the following voting system:

- | | |
|---|--|
| ☐ Clear Ballot/ClearVote 1.4 Voting System | ☐ ES&S Unity 3.4.1.1 Voting System |
| ☐ Hart InterCivic Verity 2.2 Voting System | ☒ ES&S Voting System 5.2.2.0 Voting System |

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)	DS200	27
Central Ballot Tabulator (CBT)	DS450	1
Ballot Marking Device (BMD)	ExpressVote	23
BMD Printer		
Ballot on Demand (BOD) Printers		

The Board proposes to use the ExpressVote ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.

STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS

The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections. Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system.

Along with this request, the Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

Board Chair	<u>[Signature]</u>	<u>5/27/2021</u> Date
Board Secretary	<u>[Signature]</u>	<u>5/27/21</u> Date
Board Member	<u>[Signature]</u>	<u>5-27-21</u> Date
Board Member	<u>[Signature]</u>	<u>5/27/21</u> Date
Board Member	<u>[Signature]</u>	<u>5/27/21</u> Date

State Board of Elections use Only	
The proposed voting system replacement ☒ IS ☐ IS NOT approved.	
Approved by: <u>[Signature]</u>	Date: <u>6/10/21</u>



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Sales Quotation #: S285

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: June 2021

Phone Number: 919-693-2515

Fax Number: 919-690-0245

Customer Contact, Title: Tonya Burnette

Customer Name: Granville County, North Carolina

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To:

Granville County, North Carolina

Tonya Burnette

P.O. Box 83

Oxford, NC 27565

Ship To:

Granville County, North Carolina

Tonya Burnette

208 Wall Street

Oxford, NC 27565

	Description	Qty	Price	Total
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device	27	\$5,750.00	\$155,250.00
2	DS200 Paper Roll (Additional)	50	\$1.75	\$87.50
3	DS200 Tote Bin	27	\$225.00	\$6,075.00
4	DS200 Standard 4GB Memory Device (Additional)	10	\$105.00	\$1,050.00
5	DS450 Model DS450 High Speed Digital Image Scanner with Steel Table, Reports Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices	1	\$51,450.00	\$51,450.00
6	DS450 Standard 8GB Memory Device (Additional)	2	\$210.00	\$420.00
7	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	23	\$3,325.00	\$76,475.00
8	ExpressVote BMD Soft-Sided Carrying Case	23	\$175.00	\$4,025.00
9	ExpressVote BMD ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	5	\$23.75	\$118.75
10	Software ElectionWare Software - Reporting Only	1	No Charge Upgrade	No Charge Upgrade
11	Software Media Burn Capability	1	No Charge Upgrade	No Charge Upgrade
12	DS200 Equipment Installation	27	\$115.00	\$3,105.00
13	DS450 Equipment Installation	1	\$1,925.00	\$1,925.00
14	ExpressVote BMD Equipment Installation	23	\$105.00	\$2,415.00
15	Services Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
16	Services Model DS450 Training Day	1	\$1,700.00	\$1,700.00
17	Services Software Training Day	1	\$1,700.00	\$1,700.00
18	Services Election On-Site Support Event	1	\$4,675.00	\$4,675.00

Sales Order Agreement

19	Trade-In Allowance	Equipment Being Traded-In by Customer Includes: 27 - Model 100 Scanner & Ballot Box (\$500.00 per Scanner) 1 - Model 650 Scanner (\$7,500.00 per Scanner) 23 - AutoMARK (\$200.00 per Terminal)	1	(\$25,600.00)	(\$25,600.00)
20	Shipping	Shipping & Handling	1	\$4,660.00	\$4,660.00
Order Subtotal					\$ 291,231.25
Customer Loyalty Discount					(\$25,370.25)
Order Total					\$ 264,861.00

Freight Billable: yes ☒ no ☐

Cara Florence
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

\$132,430.50 of Order Total will be invoiced upon Contract Execution.

\$132,430.50 of Order Total will be invoiced as Equipment and Software are delivered to Customer.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

ES&S Equipment and ES&S Firmware: One (1) Year From ES&S Equipment Delivery. ES&S Software: No Warranty

Software Upgrade License Term

ES&S is providing Customer with an initial no charge upgrade from ES&S' Unity Software to ES&S' ElectionWare Software and Media Burn for the balance of the existing license term set forth under that certain ES&S Hardware Maintenance and Software License, Maintenance and Support Services Agreement entered into between ES&S and the Customer dated August 7, 2017 ("Prior SLA"). Upon reaching the expiration of the current license term under the Prior SLA, ES&S will invoice Customer for annual Software License, Maintenance and Support Fees and such fees shall be due and payable thirty (30) days prior to commencement of the annual Software License, Maintenance and Support term.

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

Upon the expiration of the Warranty Period and Initial License Terms, ES&S and Customer will enter into a Hardware Maintenance and Software License, Maintenance and Support Services Agreement for the continued maintenance of the ES&S Equipment and the continued license and use of the ES&S Software and ES&S Firmware.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The payment terms for the ES&S Equipment and ES&S Firmware are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including but not limited to, user manuals or training materials (collectively, the "Documentation") in the jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code block.

3. **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software and ES&S Firmware described in Section 1(b) and shall continue (i) through June 30, 2021 with respect to the ES&S Software (the "Initial Software License Term") and (ii) for a one (1) year period with respect to the ES&S Firmware (the "Initial Firmware License Term"). The Initial Software License Term and the Initial Firmware License Term shall be referred to herein collectively as the "Initial License Terms". Upon expiration of the Initial License Terms, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual ES&S Software and ES&S Firmware license, maintenance and support fees. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1(b), 2, or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for the ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software, ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install the Updates. ES&S shall charge Customer at its then-current rates to: (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer and (iii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- the total cost of any third-party items that are required in order to operate the Updates;
- the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- Customer's pro-rata share of the costs of designing and developing such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment, ES&S Software and ES&S Firmware purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable,

by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment, ES&S Software and ES&S Firmware shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment, ES&S Software and ES&S Firmware and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. Warranty.

a. **ES&S Equipment/ES&S Firmware.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Firmware which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Any repaired or replaced item of ES&S Equipment or ES&S Firmware shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Firmware will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Firmware to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Firmware to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software, firmware or services not provided by ES&S and used with the ES&S Equipment, ES&S Software or ES&S Firmware; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software and ES&S Firmware License Maintenance and Support Services.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, ES&S Firmware, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the formal, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software, ES&S Firmware and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, ES&S Firmware the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount

is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment, ES&S Software and ES&S Firmware sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Election Management System (EMS) Equipment, Software, and Firmware, including all EMS components will be provided to Customer in a hardened network environment which means that the network provided by ES&S will include an air-gapped, fully closed network environment that includes only the services, applications, utilities and settings necessary to operate the EMS. In accordance with the guidelines of the United States Election Assistance Commission, ES&S shall not be liable for any claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's failure to maintain the EMS in the hardened network or allows any internal or external access to the hardened network.

13. **North Carolina Election Certification Program.** ES&S shall comply with the requirements set forth in the Election Systems Certification Program ("Certification Program") issued by the North Carolina State Board of Elections ("NCSBOE") which are mandatory and effective as of the Effective Date and which are incorporated herein by this reference. Specifically, ES&S shall comply with the following requirements set forth under the Certification Program.

a. In accordance with Section 3.3.4.2 of the Certification Program ES&S shall bear all costs associated with necessary certifications, reviews, and reports required under the Certification Program, including for all VSTL and third-party review.

b. In accordance with Section 3.3.4.4 of the Certification Program, any voting system or update provided by ES&S will be of a version currently certified by the NCSBOE for use in North Carolina election. The term "most recent update" as used in this agreement includes only a version that is certified for use by the NCSBOE at the time it is provided to the Customer.

c. In accordance with Section 3.7.2.3 of the Certification Program, ES&S will comply with all training requirements issued by the NCSBOE. The training requirements include, but are not limited to, ES&S providing a minimum of five (5) training classes per program (e.g. voting unit, election management system, ballot creation and layout software) per ordering entity (each county board of elections) for the initial contract period and for each renewal period exercised. Dates for training sessions will be mutually agreed upon by county customer and vendor. The NCSBOE reserves the right to require ES&S provide additional or other training as it deems necessary or beneficial.

If any conflict exists between this Agreement and the Certification Program, the Certification Program will govern and any provisions in conflict with the Certification Program are void and unenforceable.

14. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws principles. ES&S acknowledges that nothing in this Agreement in any way alters its duty to comply with North Carolina law, including but not limited to the requirement that it post a performance bond pursuant to N.C.G.S. § 163-165.7(a)(1). ES&S further agrees that if it is granted a contract to provide software for an electronic voting system but fails to debug, modify, repair, or update the software as agreed or in the event of the vendor having bankruptcy filed for or against it, the source code described in G.S. 163-165.9A(a) shall be turned over to the purchasing county by the escrow agent chosen under G.S. 163-165.9A(a)(1) for the purposes of continuing use of the software for the period of the contract and for permitting access to the persons described in G.S. 163-165.7(f)(9) for the purpose of reviewing the source code. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, firmware and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, firmware or services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6(b), 7, 8, 10(b), 11-14 these General Terms shall survive the termination of this Agreement, to the extent applicable.



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 16, 2021

Title: Recognition - 2021 Governor's Volunteer Service Awards

PURPOSE:

Ms. Deborah Ferrell, Director of Volunteer Services with Central Regional Hospital, is here tonight to present 2021 Governor's Awards for Outstanding Volunteer Service to Jerry Broyal, Mary Elliott and Roxanne Blackburn – Medallion Recipient. The Board is also honoring them with a Resolution of Recognition and Appreciation.

ATTACHMENTS:

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS
104 Belle Street
Oxford, NC 27565

Resolution of Recognition and Appreciation – Jerry Broyal

WHEREAS, Jerry Broyal is a member of St. Stephens Episcopal Church; and

WHEREAS, he has shown outstanding dedication and leadership to our community at Murdoch Developmental Center. Mr. Broyal and St. Stephen's began volunteering through our Sponsorship program with the gentlemen of Royall Cottage, Unit 3; and

WHEREAS, Mr. Broyal initiated monthly contact with Royall that included games, activities, and snacks. These personal interactions created meaningful bonds between Mr. Broyal, his group and the gentlemen of Royall Cottage; and

WHEREAS, when COVID restrictions were put into place, Mr. Broyal continued to ensure that the guys received a birthday gift on their special day as well as ensuring each had a Christmas gift from the group; and

WHEREAS, Mr. Broyal is an exemplary gentleman and a breath of fresh air to our guys; and

WHEREAS, Murdoch Center looks forward to spending time with Mr. Broyal, St. Stephen's members, and seeing their smiling faces in the near future;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to Mr. Jerry Broyal and congratulates him as a recipient of the 2021 Governor's Award for Outstanding Volunteer Service.

This the 21th day of June 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



BOARD OF COMMISSIONERS

104 Belle Street
Oxford, NC 27565

RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

Resolution of Recognition and Appreciation – Mary Elliott

WHEREAS, Mary Elliott has been an individual volunteer to Granville County's local food bank, Area Congregations in Ministry (ACIM); and

WHEREAS, she came to begin volunteering with ACIM in October 2017. When asked if she comes to work at ACIM every day she said, "only Mondays, Wednesdays, and Fridays." Well that is every day that ACIM is open; and

WHEREAS, Mary started volunteering about a year after she retired. Her husband, Pete, had passed away soon after her retirement and she was looking for something to do. Anyone who knows anything about food banks knows that there is always something to do; and

WHEREAS, Mary has done a bit of everything at ACIM. She fills shopping carts for clients, stocking shelves, and, lately, being the person in charge of the bread/deli/desserts inventory in the warehouse; and

WHEREAS, Mary moves quietly and efficiently through the warehouse. She is intent on her job, but is most affable and gets along with all the other volunteers; and

WHEREAS, so often, the work of volunteers goes unnoticed, until, that is, the volunteer isn't there to do his/her job. ACIM doesn't have that problem with Mary. It seems she is always in her spot, taking care of business;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to Mary Elliott and congratulates her as a recipient of the 2021 Governor's Award for Outstanding Volunteer Service.

This the 21th day of June 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
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ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



BOARD OF COMMISSIONERS
104 Belle Street
Oxford, NC 27565

RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

Resolution of Recognition and Appreciation – Roxanne Blackburn

WHEREAS, Roxanne Blackburn is always available to help animals of Granville County; and

WHEREAS, Roxanne manages a Facebook page for Granville County Animal Shelter, Granville County Animal Shelter Friends page. This page is the main tool used to advertise available dogs and cats for adoption, rescue, and reuniting with owners, as well as reporting lost or found animals; and

WHEREAS, Roxanne monitors the messages from the page and responds back within an hour 24 hours a day. She takes all the photographs of dogs and cats for the Facebook page and helps write the bios; and

WHEREAS, Roxanne coordinates and is the main point of contact for all the Granville County Animal Shelter animal rescue groups. This activity requires Roxanne to answer questions, manage pickups, descriptions and bios of animals, as well as send pictures and videos of animals. Most of this work is done after hours between 7 pm and 1 am when animal rescue groups are most active; and

WHEREAS, Roxanne is at the Granville County Animal Shelter 4-5 hours a day, 5-6 days a week, as well as spending another 2-3 hours a night working on returning emails, phone calls, and Facebook messages. Roxanne also assists with fundraising events, off-site rabies vaccine clinics and adoption events. She also assists the shelter supervisor in the management of the kitten foster program by coordinating and facilitating training events, educating and answering all necessary questions fosters may have when the shelter supervisor is not available. A large amount of dogs and cats leave our facility through animal rescue groups; and

WHEREAS, Roxanne has made herself a part of all efforts to re-unite or rehome stray and unwanted animals in Granville County. A large portion of Granville County Animal Control's success has been from Roxanne Blackburn's passion, professionalism, and strong work ethic;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to Roxanne Blackburn and congratulates her as a recipient of the 2021 Governor's Award for Outstanding Volunteer Service.

This the 21th day of June 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners



Granville County Sheriff's Office

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

To: Board of Commissioners
From: Sheriff Charlie Noblin
Department: Sheriff's Office
Date: June 16, 2021

Title: Sheriff's Presentation

PURPOSE:

Sheriff Noblin will provide a brief presentation to the Board of Commissioners.

BACKGROUND:

Sheriff Noblin will review recent statistics and information on the operation of the Sheriff's Office. The Sheriff has provided the attached information for your reference.

ATTACHMENTS:

May 2021 Sheriff's Office Stats

ACTION TAKEN:



Office of the Sheriff
Charles R. Noblin, Jr., Sheriff

525 NEW COMMERCE DRIVE
OXFORD, N.C. 27565
919-693-3213
919-603-1315 FAX



GRANVILLE COUNTY SHERIFF'S OFFICE
YEARLY STATS

NCSBI CRIME INDEX

2018 – 2019

Violent Crime: +14.5%

Property Crime: + 3.7%

GRANVILLE COUNTY SHERIFF'S OFFICE CRIME INDEX

2018 – 2019

Violent Crime: +26%

Property Crime: down 60%

GRANVILLE COUNTY'S BREAKING & ENTERING OVER THE LAST 5 YEARS

2017: 145 Incidents

2018: 185 Incidents +27.5%

2019: 104 Incidents down -43.7%

2020: 88 Incidents down -18%

2021: Year to date: 25 Incidents

NCSBI CRIME INDEX FOR B & E

2018-2019: down -8.4%

Granville County Crime Index for B & E

2018 – 2019: down – 34.2%

GRANVILLE COUNTY ACTIVITY LOG FOR MAY 2021 & YEAR TO DATE

ACTIVITY LOG

	MAY	YEAR –TO-DATE
• Calls for Service:	4800	23, 985
• Felony Arrest:	17	117
• Misdemeanor Arrest:	44	236
• Citation:	8	42
• Ordinance:	2	4
• Written Warnings:	7	15

CRIME TRENDS: MAY 2021

BREAKING & ENTERING RESIDENCE/SHEDS: 5 Total

- Developing Suspect(s)
- Increased Directed Patrols in the Area
- Crime Stoppers Bulletin
- Public Service Announcement

BREAKING & ENTERING MOTOR VEHICLE: 7 Total

- Developing Suspect(s)
- Potential suspect was arrested for similar crimes
- Arrest will assist the investigation in Wake & Franklin County
- Crime Stopper Bulletin
- Public Service Announcement

Four – Wheeler Complaint of Careless & Reckless on the Roadway

- Chewning Road and US Hwy 15 Area
- Directed Patrols are being conducted in the area for education/enforcement for repeat violators
- Deputies are making contact with large gathering of ATVs at local convenience stores to educate and discourage riding on the roadway, especial in a Careless & Reckless manner.

Selling of Educational Material (Solicitation)

- South Western Advantage is the Company Headquartered out of Nashville, Tennessee
- America's oldest entrepreneurial program for university students
- Granville County Permit has been issued
- Deputies are educating the Public on the Permit process

Breaking & Entering to a Motor Vehicle (Parts & Accessories)

- Hyper vigilant Deputy stops a vehicle that was leaving the scene of a disabled motorist
- Deputies investigation lead to the recovery of several motor vehicle parts/accessories that were stolen from several other Jurisdiction that are located on the I-85 corridor
- Recovered property will assist other Jurisdiction in the investigation of similar incidents.

EXTRA PATROL EFFORTS SINCE FEBRUARY 2021

- February: Breaking & Entering to Motor Vehicles in the Woodland Church Area
- March:
 1. Trash trucks losing their load on J.G. Morton Road (DWI & Littering Complaints)
 2. Four Wheelers (ATVs) on Pine Street in Stovall, NC.
- April:
 1. Speeders on Cash Road, Fatality last of May in that area (Old Weaver Trail)
 2. Due to recent Copper Larcenies at Cell Phone Tower sites: extra patrol since the Tower Company will be installing new copper
- May:
 1. Breaking & Entering in the Diamond Hills Area (Stem)
 2. Breaking & Entering on Brogden Road Area
 3. Breaking & Entering on Range Road Area

*******KNOWN SUSPECT HAS BEEN DEVELOPED*******

IN-ACTIVE OLD CASES

- Lab Test are being returned sooner to develop/eliminate a suspect
- Trace/Latent Evidence Information now available (Evidence Recording System)
- Sexual Assault Kits: Faster return CODIS file entries to develop/eliminate suspect

TRAINING

- Annual In-Service
- Command Staff E-Warrants

PERSONNEL

- Preparation for BLET
 1. POPAT
 2. TABE (Written Comprehension)
- Interviews with potential applicants
 1. Three Vacancies to report



Granville County Planning & Zoning

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

To: Board of Commissioners
From: Justin Jorgensen
Department: Planning & Zoning
Date: June 17, 2021

Title: Triangle North Mountain Bike Trails Presentation

PURPOSE:

Provide information about the conceptual mountain bike trails plan for Triangle North and Lake Devin and seek approval to pursue grant funding.

BACKGROUND:

Granville County in partnership with OMNIA Products, a local business, consulted with Nature Trails NC, LLC to produce a conceptual plan for mountain bike trails at the Triangle North and Lake Devin properties. The conceptual plan includes potential amenities, parking, and other recreational opportunities within the Triangle North property. Also, included are potential connecting trails between the two locations, planning level cost estimates, and phased construction plans.

RECOMMENDATION:

The Granville County Parks, Greenways, and Recreation Advisory Committee met on April 20, 2021 and recommended that the Board of Commissioners approve the conceptual plan and direct staff to pursue grant funding for the proposal.

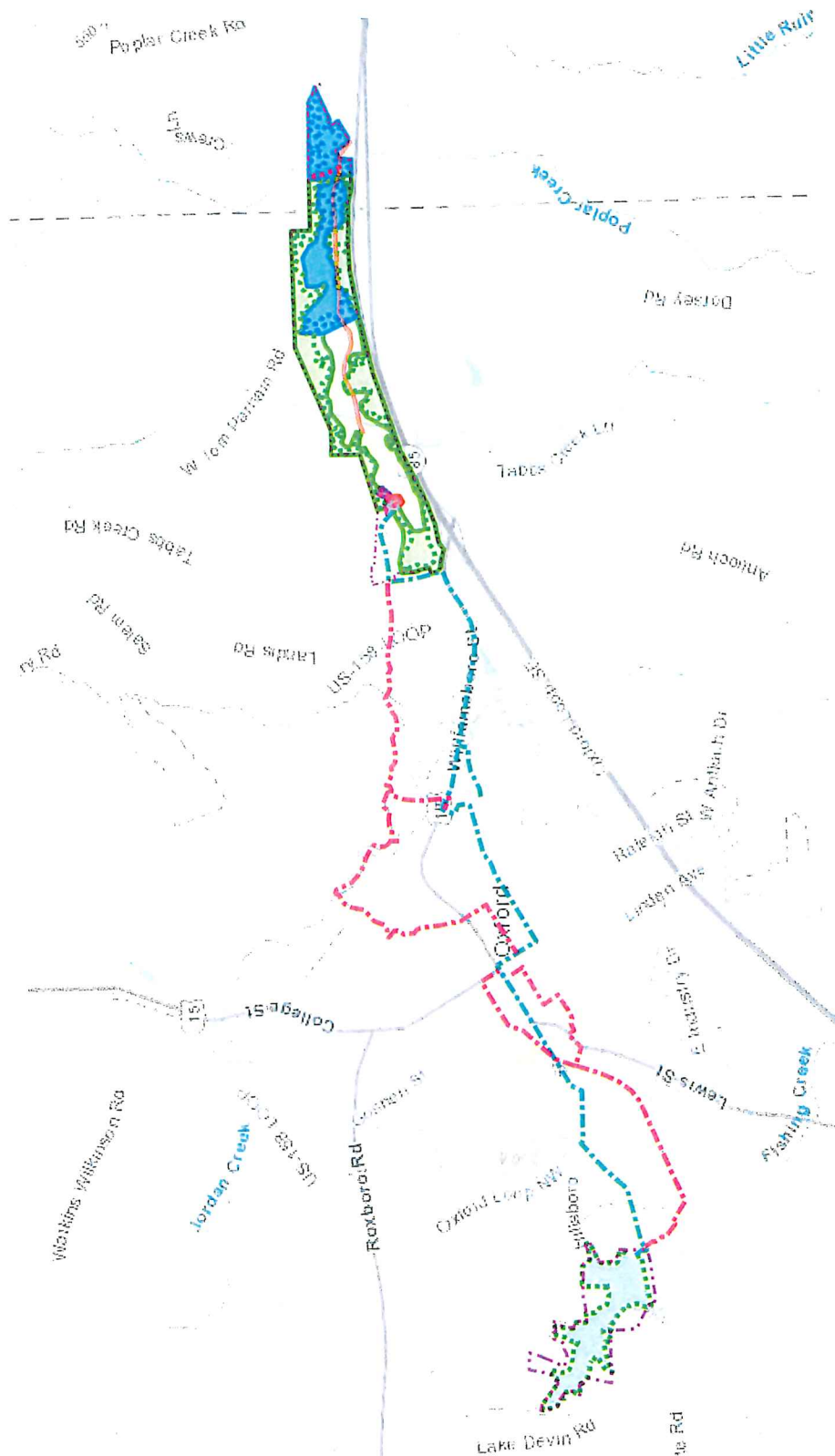
ATTACHMENTS:

Mountain Bike Trail Plan for Triangle North and Lake Devin including connecting routes.
Potential Trail Phasing Plan and Cost Estimates.

ACTION TAKEN:

Granville County Trail Master Plan

Logo:	Owner: Granville County North Carolina	Consultant: Nature Trails NC, LLC 11312 US Hwy 15 951 N., Ste 107105 Chapel Hill, NC 27517	Cover Sheet	THE COUNTY OF <i>Granville</i> NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet: 1
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A photograph of a person riding a mountain bike on a dirt trail in a forest. The rider is wearing a blue and white helmet, a blue long-sleeved shirt, and blue pants. The bike is blue and black. The trail is dirt and surrounded by trees and foliage. The rider is leaning forward, and the bike is in motion.

**OUTDOOR
INDUSTRY[®]
ASSOCIATION**

Legend:		 	Project: Granville County North Carolina Master Trail Plan Project Address: Sheet:	2
Owner: Granville County North Carolina	Consultant: Native Trails NC, LLC 11312 Lee Hwy SE, Suite 101 Chapel Hill, NC 27517	Trails Mission Statement		

A Need for Public Trails



In our preliminary trail plan we focused on connecting the community of Oxford and surrounding Granville County to areas that can be expanded or developed into recreation hubs for the residents and tourists. Accessibility to natural areas for community members has compounding effects to improve mental and physical health while also increasing tourism and driving economic development in the community. With focusing on trail construction in the Triangle North business park we can drive positive economic impact in an area that is currently being underutilized for its original intention. This parcel has the ability to provide the county with the significant economic impact it was originally intended for but with a new land use strategy

Following with the NC State Recreational Trails Program (RTP) Scoring Guide found at <https://trails.nc.gov/media/32/open> we have designed this project to be acceptable to their grant process. With proper planning and guidance this project has the ability to score highly in most categories. In the next phase of planning we will work on the details of a successful RTP grant application and make sure all necessary facets are considered and included in the conceptual trail design. We can also assist in research on private and federal grants available for trail construction projects during this phase of planning.

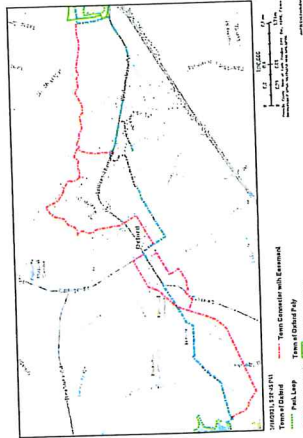
The two areas of focus in our plan are the underutilized Triangle North business park and Lake Devin area. The Triangle North area offers 500 acres of undeveloped land three miles from Oxford town center while Lake Devin offers a lake access point and parking opportunities a mile and a half from town.

Triangle North offers a unique opportunity for multi-use trails to coexist with business ventures. With proper planning over 10 miles of trails can be integrated into the property while leaving room for future business development in the area. This area will also serve as a community outdoor activity hub with a diverse range of terrain for varied trails from single track hiking and bike limited trails to double track green-way providing easy access for families and members of the community.

Lake Devin features a limited network of current trails we would define as "social trails", these trails often lack the infrastructure to support multiple user groups and can often lead to a negative experience. We would recommend reconditioning and replacement with expansion to a possible loop around the lake. The Lake Devin property is well suited for constructing ADA accessible trails with easy access from the current parking lot.

A major goal of our plan is to connect downtown Oxford with these properties to the east and west. The best option for providing connection for trail uses is for a protected greenway separate from motor vehicle traffic. We researched possible alignments for connecting greenway with easements on private property while utilizing the fewest number of land owners possible. These alignments are possible with the cooperation of a dozen landowners, some commercial some private.

Greenway trails allow community members to travel unrestricted in their own community improving connections from pedestrian traffic areas to other locations. Greenways can also improve value of surrounding real estate. In Bentonville Arkansas houses within a quarter mile of a greenway sell for on average 15k higher than a house two miles away from a greenway¹.



In the towns and cities around Northwest Arkansas the Walton Family Foundation and partners have committed to providing accessible paved green-way and natural surface trails. A \$38-million spend on a 36 mile community greenway and surrounding trails can be linked to a \$137-million annual return in economic benefits¹. A scaled project of this type in Granville County would bring both new and returning visitors to the historic town as well as area economic development.

Trail Development Best Practices

- Trails designed and constructed following IMBA, and USFS published best practices
- Provide trails for a one hour mountain bike and hiking experience in Phase 1 construction
- Work with Triangle North industrial park committee to develop long term land usage plan
- Provide ADA access to select areas for best return on investment

Trail Economic Impact in Northwest Arkansas

- Bicycling in Northwest Arkansas provides \$137 million in benefits to the economy annually
- Bike tourism provides \$25 million to local businesses each year
- Bicycling in Northwest Arkansas generated \$85 million in health benefits annually

Trail Economic Impact in Western North Carolina

- Mountain biking visitors spend an estimated \$30.2 million per year in and around the Nantahala and Pisgah National Forests.
- Western North Carolina residents also spend an additional \$18 million as a result of mountain biking in the Nantahala and Pisgah National Forests.

Population Close to Granville County

- Over 2 million people live within a hour and a half drive to Granville County
- 90,000 to 150,000 individuals rode natural trails in Northwest Arkansas in 2018, 55% were from outside the immediate area¹
- Mountain bikers visit the Nantahala and Pisgah National Forests an estimated 435,000 times per year, with approximately 60% of those visits by residents of western North Carolina²

¹ Economic and Health Benefits to Cycling in Northwest Arkansas
² Economic and Health Benefits to Mountain Biking in the Nantahala and Pisgah National Forests INC

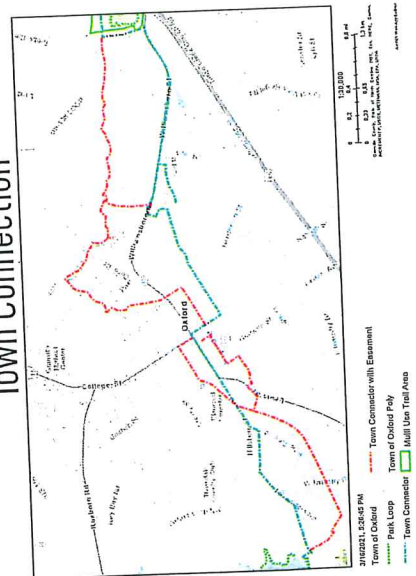
Legend:	Granville County North Carolina	Contributor: Nature Trails NC, LLC 13132 US Hwy 15 501 N. Ste 107185 Chapel Hill, NC 27517	A Need for Public Trails	THE COUNTY OF Granville NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet:
							3

Triangle North



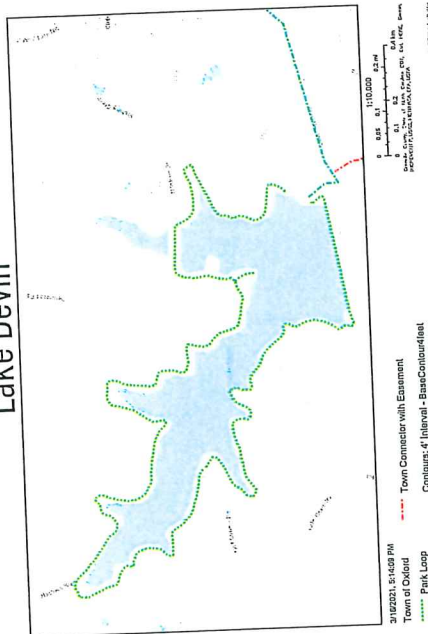
- Currently underutilized land
- Provides area for over fifteen miles of multi use and bike optimized trail
- Allows for commercial development and recreation to coexist, avoid trail alignments in currently developed locations
- Location for community outdoor activity hub
- Phased construction opportunities
- Provide economic value with different usage pattern then original intension

Town Connection



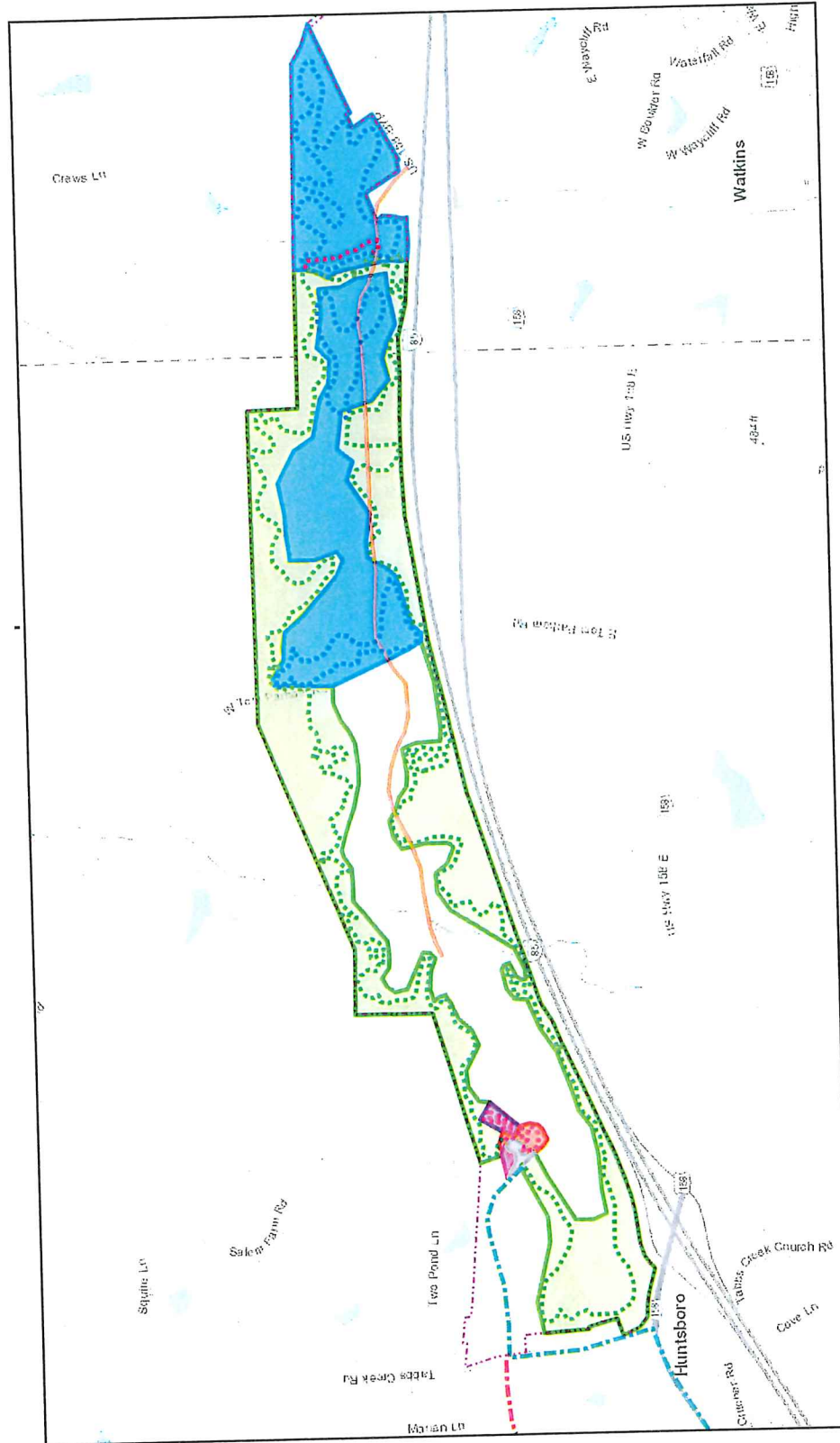
- Multiple possible greenway alignments to connect downtown with natural trail corridors.
- Options for connections on current roads and alignments with easements on residential and commercial property

Lake Devin



- Current social trails provide limited access
- Currently poorly connected to downtown area
- Possibility for ADA accessible four mile lake loop trail
- Provides different natural experience than Triangle North
- Can provide trail experience for different demographic than Triangle North

Triangle North Trail Specifications



Legend: - Multi Use Trail Area - Intermediate Trail Area - Progressive Jump Area - Skills Area - Community Meeting Area	Owner: Granville County North Carolina	Consultant: Nature Trails, Inc. LLC 11312 US Hwy 158 E, Ste. 107185 Casper, NC 27517 DESIGN AND BUILD Nature Trails	Triangle North	THE COUNTY OF <i>Granville</i> NORTH CAROLINA Project: Granville County North Carolina Master Trail Plan Project Address:	Sheet: 5
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Triangle North Multi Use Trail Area

- 10 miles of multi use trail
- Trail features low gradient smooth surface with bike optimized alternative lines
- Area around current and proposed road alignment left for commercial development
- Can be utilized for both hiking and biking
- ADA trail could be planned with input from industrial park committee on land use
- Loop trail would be recommended for Phase 1 construction



Legend: - Park Loop - Blue Loop - Feature Trail - Proposed Road Extension - Multi Use Trail Area - Intermediate Trail Area	Owner: Granville County North Carolina	Contractor: Granville County North Carolina 1001 US Hwy 15501 N, Ste 107185 Chapel Hill, NC 27517	Triangle North	THE COUNTY OF Granville NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet: 6
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Triangle North Intermediate Area

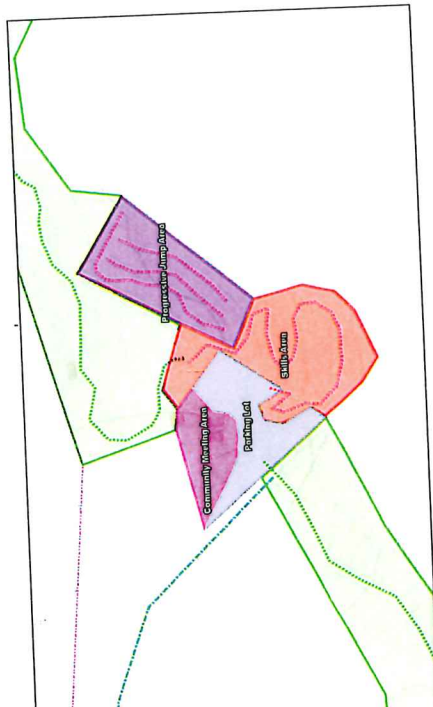
- 3 trails totaling 5 miles of bike optimized intermediate trail
- 1/4 mile of feature based gravity optimized trail
- Interior intermediate level trails recommended for phase 2 construction
- Eastern intermediate area would be recommended for phase 3 construction
- More advance trails and trail features can help bolster economic impact by drawing riders from further away and increasing return visits to the area



Legend: - Park Loop - Blue Loop - Feature Trail - Proposed Road Extension - Multi Use Trail Area - Intermediate Trail Area	Triangle North THE COUNTY OF Granville NORTH CAROLINA Granville County North Carolina Master Trail Plan Project Address:
Granville Trails DESIGN AND BUILD Granville Trails LLC, LLC 11112 US Hwy 15 S.W. 1A, Ste. 101105 Chapel Hill, NC 27517	Sheet: 7

Triangle North Community Area

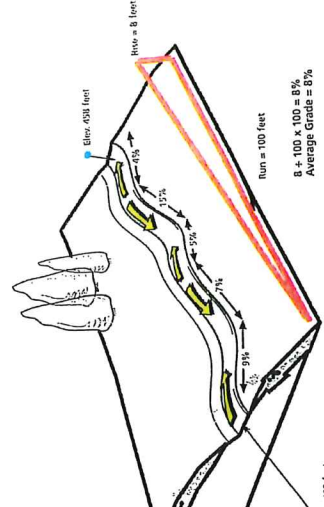
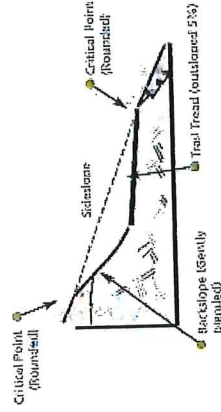
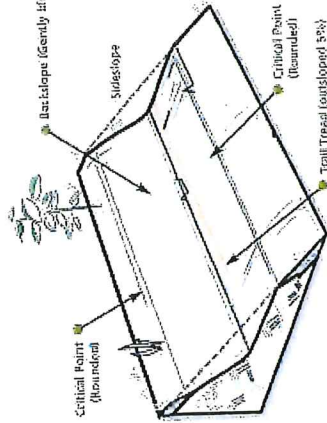
- Location was chosen for access to existing chimney structures as well as existing dirt fill mounds that will be incorporated into skills area and jump line
- Minimal lot clearing and preparation would be needed for parking
- Designed to use minimal road frontage
- Skills area features progressive features to challenge riders in a controlled environment
- Progressive jump area provides excitement and riding close to the point of access to the property
- Repurpose on site existing chimney for community fire pit and social area
- Attraction to riding area without having extensive trail infrastructure
- Provides staging area for phase 1 trail construction
- Included in phase 1 construction



Legend: Park Loop Blue Loop Feature Trail	Owner: Granville County North Carolina	Granville Trails DESIGN AND BUILD Granville Trails, LLC 1316 US Hwy 15 S.W. Ste 10185 Chapel Hill, NC 27517	Triangle North	THE COUNTY OF <i>Granville</i> NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet: 8
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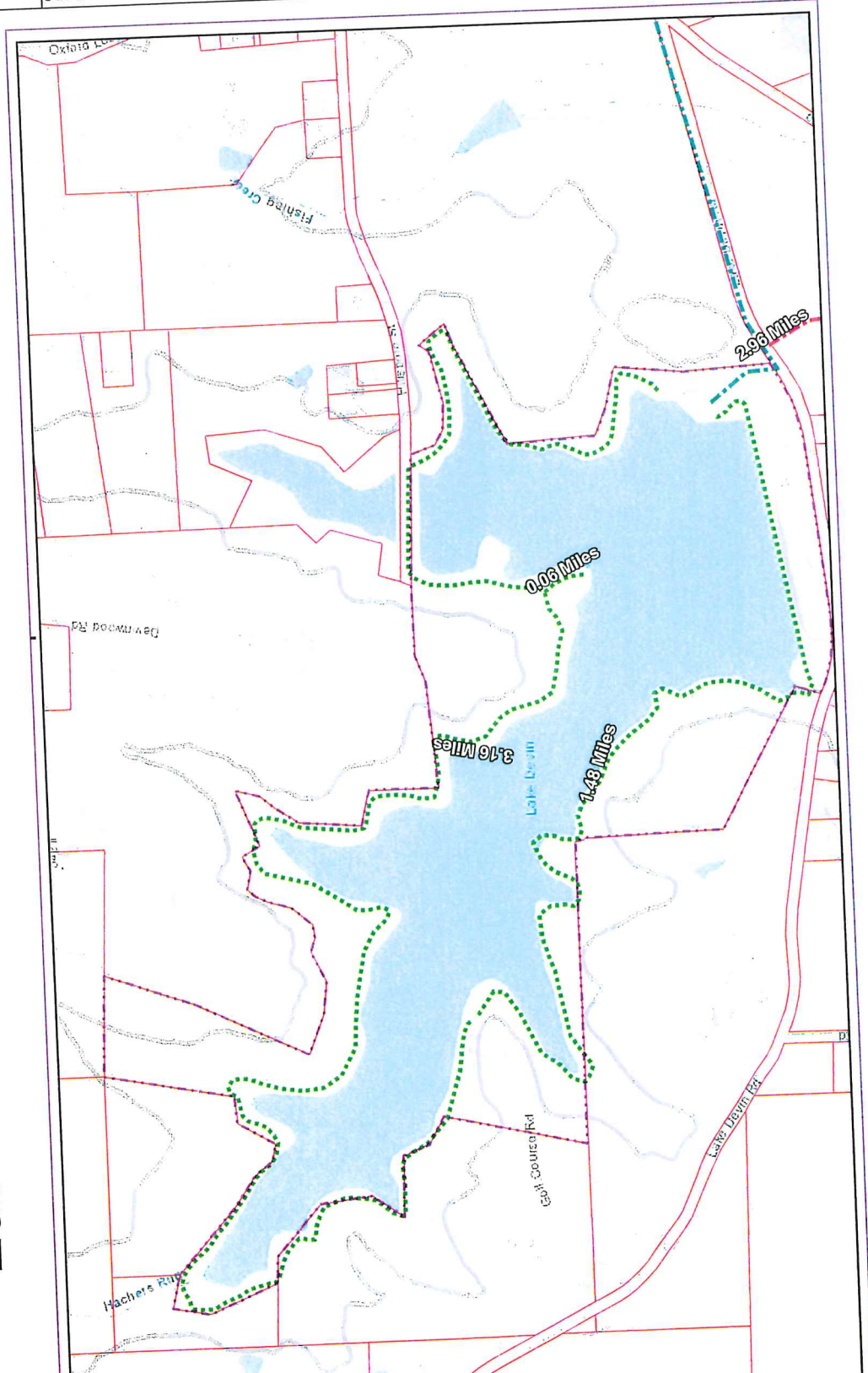
Singletrack Specifications

1. Trail construction will be conducted by a professional firm that can demonstrate significant and successful experience in the field of hike and bike-optimized natural surface trail development.
2. Construction of trail tread and adjacent features (i.e., punchbush, bridge, and rock armored easements) will be in accordance with the general specifications presented within this document and fundamentally based on sustainable trail design principles promulgated by credible, recognized printed source material, including the International Mountain Bicycling Association's handbooks, Trail Solutions and Managing Mountain Biking, and the USDA Forest Service's Trail Construction and Maintenance Notebook.
3. Trail corridor will be cleared to a width in accordance with the specifications. Stumps larger than 5" dbh will not be removed until approved by the construction manager. All materials longer than 5' in length will be bucked to less than 5' and utilized with nearby native materials to stabilize excavated spalls. All vegetation material will be removed from the corridor. Any stumps developed in the corridor development will be excavated and removed from the corridor.
4. Trail tread development will consist of full bench trail construction, devoid of fill material for use in the tread surface (punch and other features excepted), and mechanically compacted following construction. Acceptable protrusion height above the trail tread for natural features such as rocks or roots will be in accordance with the specifications of the particular trail type (i.e., least difficult, more difficult, most difficult) being constructed. Tread will be constructed with a 3-7% cross slope, except where features are constructed for the purpose of keeping riders on the trail (i.e., berms, in-sloped corners, and constructed berms).
5. Grade reversals will be located at less than 100' intervals and should have broad drains (6-10') with cross slopes of 10-15%. Subsequent reversals in grade should also be broad (10-25') and compacted with leading turn and transition field-4 to match the desired trail experience (i.e., low and rolling on least difficult trails, reliable with the ability to jump on more difficult trails, and jump-optimized on most difficult trails).
6. Backslopes should blend with surrounding hillside gradient and finished to tread specifications. In the case of inside turns, backslopes should be optimized for utility as a ridge/tread surface and blended with trail tread to provide smooth transitions.
7. Excavated spoil piles shall be distributed such that no berm is present on the downslope edge of the trail tread unless it is created for the purpose of a trail feature, in which case it will be protected upslope by a grade reversal and compacted as trail tread.
8. Downslope spoil will be sufficiently distributed (downslope) with a depth not greater than 4" and shall not be deposited in active drainages (i.e., stream bed and bank structure or incised linear flow pattern) or locations demonstrating characteristics of "naturalized" with nearby materials, preferably vegetative materials removed during trail corridor development.
9. Following spoils disposal, downslope and backslope areas will be immediately covered with native seed and mulch materials, created during trail corridor clearing activities.
10. Any borrow pits developed during the course of construction must be created within 50' of the trail corridor. After utilizing borrow pit areas, they are to be graded to a natural contour, with roots trimmed, and soils stabilized. The entire pit will be "naturalized" with nearby materials, preferably vegetative materials removed during trail corridor development.
11. Turns in the trail tread that result in crossing the left-line of the backslope will be constructed according to the trail tread specifications with the addition of a grade reversal upslope and prior to the turn, an fill mortar retaining walls necessary to stabilize the turn, drainage features necessary to remove water from the turn area (i.e., back-sloped drain or crowned turn platform), and a grade reversal downslope following the turn.



A rolling contour trail is characterized by a gentle grade, undulations called grade reversals, and an out-sloped tread.

Lake Devin Trail Specifications



Legend: — Lake Loop Trail - - - Property Boundary	Owner: Granville County North Carolina	Consultant: Nature Trails LLC 15501 N. St. 10705 Chapel Hill, NC 27517 Nature Trails DESIGN AND BUILD	Lake Devin	THE COUNTY OF Granville NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet: 10
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Lake Devin

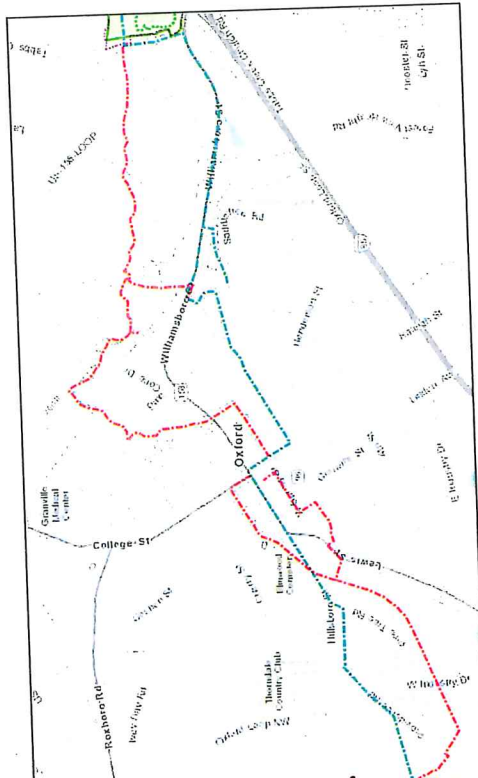
- Phased construction allows for three segments
- Segment 1 - 1.48 mile trail connecting boat launch to town parcel and dock on Golf Course Rd
- Segment 2 - .75 mile trail connecting boat launch to adjacent point that has current social trail allowing for unrestricted vehicle access
- Segment 3 - 3 mile loop trail allowing pedestrian traffic to loop the lake
- Terrain and use pattern lend well to ADA accessibility trails



Logo:	
Owner:	Granville County North Carolina
Consultant:	 Nature Trails, LLC 11312 US Hwy 15 SE #114, Ste 107105 Chapel Hill, NC 27517
	Lake Devin
	
Project:	Granville County North Carolina Master Trail Plan
Project Address:	
Sheet:	11

Oxford Community Connection

- Connect downtown pedestrian area with Lake Devin and Triangle North areas
- Minimal impact on property and crossing a limited number of parcels
- Multiple alignments possible to allow for different land owner agreements
- 4 mile trail length to Triangle North
- 3 mile trail length to Lake Devin



Legend: - Town Connector - Town Connector with Easement	Client: Granville County North Carolina	Consultant: Nature Trails LLC, LLC 13131 US Hwy 15 S11 N, Ste 107185 Chapel Hill, NC 27517	Community Connection	THE COUNTY OF Granville NORTH CAROLINA	Project: Granville County North Carolina Master Trail Plan	Project Address:	Sheet: 13
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Granville County Trail Plan Phasing

Phase 1 - Triangle North

The initial investment in a recreational trail system is the largest and most critical to providing a large enough recreation opportunity to see the impact and draw to the area. Too little investment will result in low user interest, seemingly not providing a good economic return. This estimate is for budgeting purposes only and is subject to change based on final scope.

Item	Description	Cost Estimates
Parking Lot	Gravel driveway and parking lot with 6" ABC base to provide future provisions for paving if desired. Majority of grading, drainage, and civil infrastructure should be built as part of this project while attempting to minimize budget in order to apply bulk of financial investment into recreation opportunities.	\$150,000.00
Community Area	Parking lot extension with opportunities for seating, congregation, families, and picnics without taking up valuable parking area. May be gravel surface or mulch as part of Phase 1.	\$50,000.00
Multi-Use Trails	10 miles of beginner multi-use single track trails suitable for users of all ages and abilities to hike, bike, and run. Provides a minimum of 1 hour of recreation time for mountain bikers riding one full lap. These trails would serve as the backbone for future expansion and draw to the area. While designed primarily as beginner trails, optional split trail opportunities would provide intermediate and advanced trail options for users to challenge themselves without being committed to tackling entire sections of advanced trails in the future.	\$350,000.00
Bicycle Playground	Adjacent to the parking lot, this area will be a bicycle playground with obstacles for riders of all ages and abilities. This space broadens the cycling user base from mountain bikers seeking fitness and mileage to also include young children on strider bikes and teenagers with BMX bikes seeking jumps and thrill elements. The space would be designed to assist beginner riders in developing bicycle skills necessary to tackle more challenging trails later and create hours of entertainment in a small amount of acreage.	\$150,000.00
Estimated Total		\$700,000.00



Granville County Trail Plan Phasing

Phase 2 - Lake Devin & Triangle North Expansion

The second phase of investment should split finances between improving recreation opportunities at Lake Devin and expanding the Triangle North trail system. Investing in both areas will begin the process of linking the East and West sides of the Oxford community as well as engaging local users not interested in more primitive single track trails.

Item	Description	Cost Estimate
ADA Trails	5 miles of 5ft wide, aggregate surface trails around Lake Devin. These trails should circumnavigate the lake and provide connections to all existing lake access points and opportunities for fishing, kayaking, jogging, strollers, dog walking, bird watching, and leisure biking. The trail surface should never exceed a 5% slope with aggregate no larger than 1/4" in size to be suitable for ADA users. Ideal surfaces include decomposed granite, stone dust, or rock screenings. Some easements, land use agreements, and/or boardwalks may be necessary to fully circumnavigate the lake.	\$300,000.00
Intermediate Trails	2 miles of intermediate single track trails to be added to the interior area of Triangle North to cater to more advanced users and provide beginner users and those introduced to mountain biking as part of Phase 1 to expand their adventure and thrill. These trails will incorporate much more of the existing rocky terrain found on the property and provide split trail opportunities with advanced trail options as well.	\$75,000.00
Estimated Total		\$375,000.00



Granville County Trail Plan Phasing

Phase 3 - Community Connections & Triangle North Expansion

The second phase of investment should split finances between improving recreation opportunities at Lake Devin and expanding the Triangle North trail system. Investing in both areas will begin the process of linking the East and West sides of the Oxford community as well as engaging local users not interested in more primitive single track trails.

Item	Description	Cost Estimate
Natural Surface Greenway Connections	7 miles of urban trail connections are possible between Lake Devin, Downtown Oxford, and Triangle North. The surface type should mirror the Lake Devin ADA trail surface for continuity. Using a minimal 5ft width, natural surface trail system minimizes the disturbed area, mitigates land owner fears of permanently destroying their property, and provides users a closer connection to nature than an 8-10ft paved greenway. In addition, the narrower footprint will allow for single track trails to be added in parallel so that families and pedestrians could enjoy the wide stable surface while mountain bikers could ride past and alongside on more adventurous single track, all within a narrower corridor than a large greenway system. Having previously completed the Lake Devin trails as a 'pilot project' will ease negotiations with land owners where easements are necessary. This investment will begin to increase pedestrian traffic to local businesses without the need for major parking additions. Being able to connect Lake Devin and Triangle North will provide users with 25+ miles of trail connectivity to enjoy, increase property values, and draw new families to the area to enjoy the lifestyle that a walkable, bikeable community provides.	\$500,000.00
Intermediate Trails	3 miles of advanced trails are part of the final expansion of Triangle North at the far West end of the property. This new single track will expand the Triangle North trail system to 15+ miles. In addition to the county wide connectivity, the expansion of more advanced trails will bring more users from local cities to enjoy the trails, amenities, and patronize local businesses. Having 15+ miles of single track, a bike playground, and ability to park for the weekend and ride anywhere will encourage overnight guests, boosting the local economy.	\$75,000.00
Estimated Total		\$575,000.00



Granville County Planning & Zoning

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

To: Board of Commissioners
From: Kathy Morris
Department: Planning & Zoning
Date: June 17, 2021

Title: Zoning Map Amendment (Rezoning) Petition - Intersection of US HWY 15
and Chewning Road North of Oxford

PURPOSE: The purpose of the public hearing is to hear public comments on the following zoning map amendment (rezoning) petition:

BACKGROUND:

Z-2-2021

Aiman and Mary Botros by Attorney Lori Dutra, Applicant, Parcel with frontage on east side of US Highway 15 at the intersection of US HWY 15 and Chewning Road north of Oxford

Aiman and Mary Botros by Attorney Lori Dutra is requesting to rezone a 9.40 acre parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB). The 9.40 acre parcel is on the east side of US HWY 15 at the intersection of US HWY 15 and Chewning Road north of Oxford and is shown on GranvilleGIS currently as part of a larger tract. The parcel proposed for rezoning is currently shown on GranvilleGIS as part of a larger tract that is more specifically identified as Tax Map #191502874343. The 9.40 acre tract is further described as the tract created by Plat Book 47, Page 112 in the Granville County Register of Deeds. The property is owned by Aiman and Mary Botros by deed recorded in Granville County Register of Deeds at Deed Book 1829, Page 233-235.

Please note that the North Carolina General Assembly has enacted Planning legislation concerning Governing Body statements pertaining to plan consistency and reasonableness and small-scale rezoning analysis in regard to zoning map amendments (rezonings) (N.C.G.S. 160D-605). In that regard,

the Commissioners may accept the Planning Board's plan consistency and reasonableness statement and small-scale rezoning analysis as their own, or the Commissioners may prepare a different statement. The Commissioners must adopt a plan consistency and reasonableness statement and small-scale rezoning analysis prior to action on the zoning map amendment (rezoning).

Attachments include: (1) Copy of rezoning petition and map; (2) Written and signed Planning Board Plan Consistency and Reasonableness Statement and Small-Scale Rezoning Analysis; (3) Unapproved minute excerpts for agenda item from the May 20, 2021 Planning Board meeting; (4) Copy of the Table of Uses from the Granville County Land Development Ordinance (LDO); (5) Copy of the Use Definitions from the LDO; and, (6) Copy of zoning district vicinity map prepared by zoning staff.

RECOMMENDATION:

The Planning Board (6-0) recommended approval of the zoning map amendment (rezoning).

ATTACHMENTS:

Petition
Consistency and Reasonableness Statement and Small-Scale Rezoning Analysis
Unapproved Minutes
Table of Uses from Granville County LDO
Use Definitions from LDO
Vicinity Map

ACTION TAKEN:



COUNTY OF GRANVILLE, NORTH CAROLINA

145 WILLIAMSBORO STREET, POST OFFICE BOX 877, OXFORD, NORTH CAROLINA 27565

OFFICE OF THE COUNTY PLANNING DEPARTMENT
(919) 693-9001

PETITION FOR REZONING

APR 30 2021

GRANVILLE COUNTY DEV. OPS.

A. Property information and request:

Deed reference: Book 1829 Pg 233 (Attached Ex. A) Acreage: 9.40 acres

Zoning: Existing: AR-40 Proposed: HB

Location: Hwy 15 (at Chewning Road intersection)

B. Legal description of property involved:

1. Metes and bounds: See attached Ex. B.

2. Map: Book 47 Pg 112 (Attached)

C. Name(s) of property owners: Aiman Botros and Wife, Mary Botros

D. Statement of Justification: (One or both)

1. How would amendment correct obvious error in zoning map?

N/A

2. How would changed conditions in area justify the requested amendment?

See attached Ex. C.

E. Staff consultation:

Owners Name: Aiman Botros and Mary Botros

Address: c/o Lori A. Dutra, Currin & Dutra, LLP

Telephone: (919) 693-8011

Petitioner: by Attorney, Lori A. Dutra Date: 4/30/2021

Fee Paid: 265.00

Official Use Only: PB: ✓ Date of Hearing: 5-20-21

Processed By:

AUTHORIZATION OF REPRESENTATION

The undersigned, owners of property on Hwy 15 and Hwy 96 in Oxford, NC, authorize Lori A. Dutra, CURRIN & DUTRA, LLP, attorney, to represent us in all matters pertaining to the filing and processing of applications with Granville County for rezoning of said parcels.



Aiman Botros and Mary Botros

4/30/2021

Date

EXHIBIT A

Doc ID: 003622870003 Type: GRP
Recorded: 03/17/2021 at 11:51:54 AM
Fee Amt: \$80.00 Page 1 of 3
Revenue Tax: \$54.00
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK 1829 pg 233-235

This instrument prepared by and return to: N. Kyle Hicks, a North Carolina Licensed Attorney, P. O.
Box 247, Oxford NC 27565

Delinquent taxes, if any, to be paid by the Closing Attorney to the Granville County Tax Collector
upon disbursement of closing proceeds.

All or a portion of the property herein conveyed ____ includes or x does not include the primary
residence of a Grantor.

Revenue Stamps: \$54.00
Tax Parcel No. 191502874343 (parent tract)

STATE OF NORTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF GRANVILLE

THIS DEED, made and entered into this the 17th day of March, 2021, by and between THE
CORBITT FAMILY LIMITED PARTNERSHIP, a North Carolina Limited Partnership, designated as
Grantor herein, and AIDAN BOTROS and wife, MARY BOTROS, whose mailing address is 7678 Hwy 15
N, Oxford, NC 27565, designated as Grantee herein. The designation Grantor and Grantee as used herein
shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine,
feminine or neuter as required by context.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and
valuable consideration, the receipt of which is hereby expressly acknowledged, does hereby give, grant,
bargain, sell and convey unto the Grantee, that certain tract or parcel of land, lying and being situate in
Salem Township, Granville County, North Carolina, and being more particularly described as follows:

{A0192011.DOCX}

Hicks Wrenn, PLLC, 111 Gilliam St., Oxford NC 27565

All of that certain tract or parcel of land situate in Salem Township, Granville County, North Carolina, more particularly described as follows:

BEING all of that 9.40 acre parcel as shown on survey and plat of Ben L. Bryan, P.A., titled "Property Of and Minor Subdivision Survey for The Corblitt Family LTD. PRT. ", dated October 15, 2018, and of record in Plat Book 47, page 112, Granville County Registry, to which reference is hereby made for a more particular description thereof.

For further reference, see plat of record in Plat Book 47, page 112, Granville County Registry.

TO HAVE AND TO HOLD, said tract or parcel of land, with all of the privileges and appurtenances, thereunto belonging, unto the said Grantee, in fee simple.

And the said Grantor hereby covenants and agrees to and with the said Grantee, that the Grantor is seized of said land and has the right to convey the same in fee simple; that said land is free and clear from any and all encumbrances and that the Grantor will warrant and forever defend the title to the same against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. The lien of the local ad valorem property taxes for 2021 and subsequent years.
2. Such state of facts as disclosed on survey of the subject property of record in Book 47, page 112, Granville County Registry.
3. All easements, covenants and restrictions of record.
4. Zoning and building laws or ordinances for Granville County, NC.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written.

(A0192011.DOCX)

Hicks Wrenn, PLLC, 111 Gilliam St., Oxford NC 27568

THE CORBITT FAMILY LIMITED PARTNERSHIP

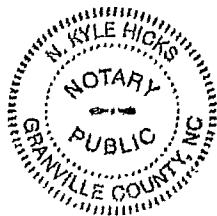
By: Robert L. Corbitt (SEAL)
Robert L. Corbitt, General Partner

By: Susan E. Corbitt (SEAL)
Susan E. Corbitt, General Partner

STATE OF NORTH CAROLINA; COUNTY OF GRANVILLE

I, the undersigned Notary Public of the aforesaid State and County, certify that Robert L. Corbitt and Susan E. Corbitt, either ☒ being personally known to me or ☐ proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that they are General Partners of THE CORBITT FAMILY LIMITED PARTNERSHIP, and that they, as General Partners, being authorized to do so, voluntarily executed the foregoing on behalf of the partnership for the purposes stated therein.

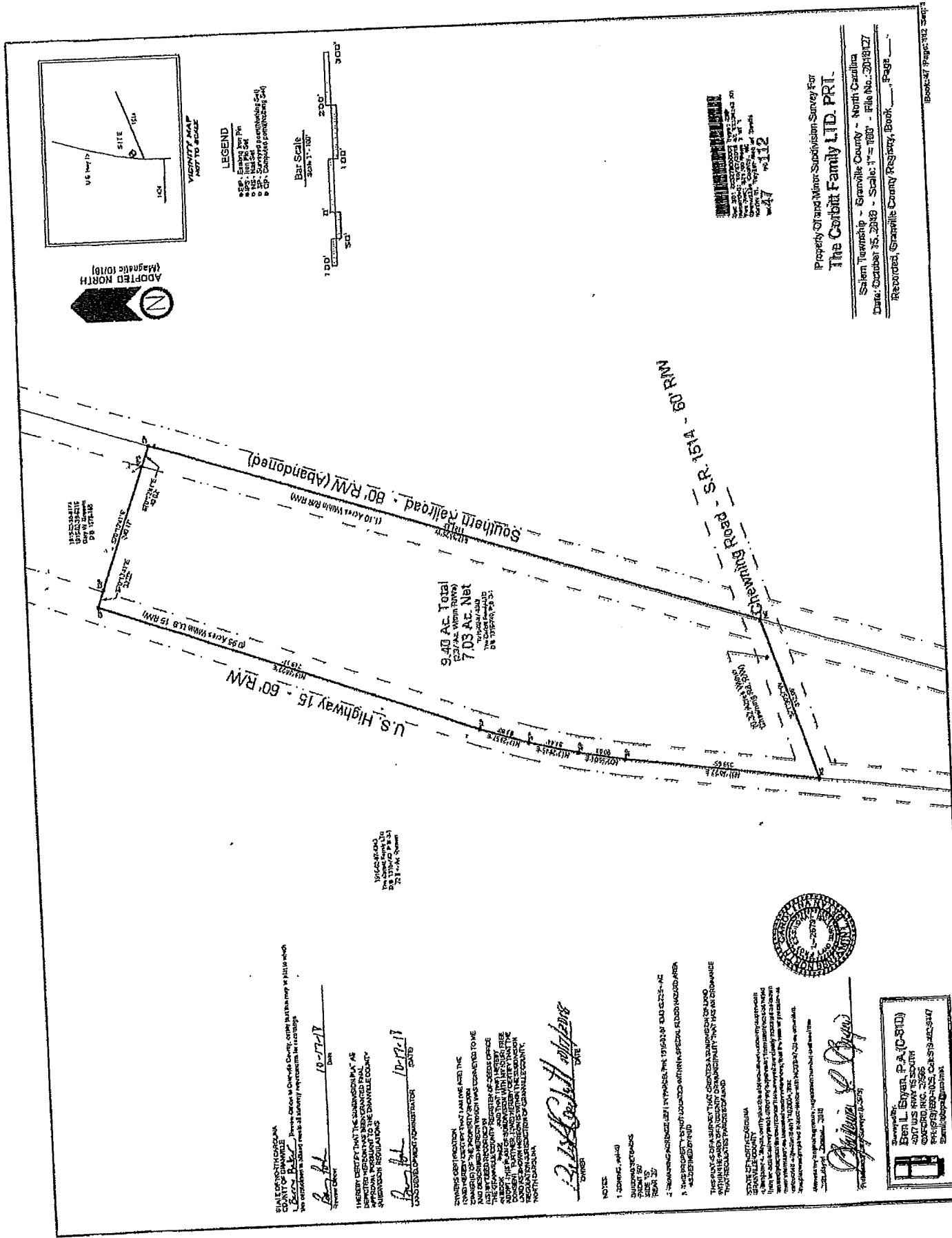
Witness my hand and notarial seal, this 17th day of March, 2021.



N. Kyle Hicks
Notary Public
N. Kyle Hicks
Printed or Typed Name
My commission expires: 3-22-22

(A0192011.DOCK)

Hicks Wzonn, PLLC, 111 Gilliam St., Oxford NC 27565



THE GRANVILLE RECORD
PUBLISHED WEEKLY
BY THE GRANVILLE RECORD COMPANY
100 N. 1st St.
Granville, Ohio 43023
Phone 477-1112

Property of and Minor Subdivision Survey For
The Corbett Family LTD. PRT.
Salem Township - Granville County - North Carolina
Date: October 25, 2008 - Scale: 1" = 100' - File No. 2018127
Recorded, Granville County Registry, Book _____, Page _____

Book 247 Page 182 2008

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE
I, **Robert R. Roper**, Surveyor General of North Carolina, certify that this map is a true and correct copy of the original map as filed in my office.

Robert R. Roper
Surveyor General
10-27-17

HEREBY CERTIFY THAT THE SUBDIVISION MAP, AS
REPORTED HEREON, IS A TRUE AND CORRECT COPY
OF THE ORIGINAL MAP AS FILED IN MY OFFICE
IN ACCORDANCE WITH THE GRANVILLE COUNTY
SUBDIVISION REGULATIONS.

Robert R. Roper
10-27-17
COUNTY CLERK

2. THE PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA
AS DETERMINED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN 1974 AS R.O.D. 6225-AZ
3. THE PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA
AS DETERMINED BY FEMA

Robert R. Roper
10-27-17
COUNTY CLERK

NOTES
1. 2008C, 4000
2. 2008C, 4000
3. 2008C, 4000
4. 2008C, 4000
5. 2008C, 4000
6. 2008C, 4000
7. 2008C, 4000
8. 2008C, 4000
9. 2008C, 4000
10. 2008C, 4000

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE
I, **Robert R. Roper**, Surveyor General of North Carolina, certify that this map is a true and correct copy of the original map as filed in my office.

Robert R. Roper
10-27-17
COUNTY CLERK

BOOK 247 PAGE 182 2008

Exhibit B to Botros Hwy. 15 Application

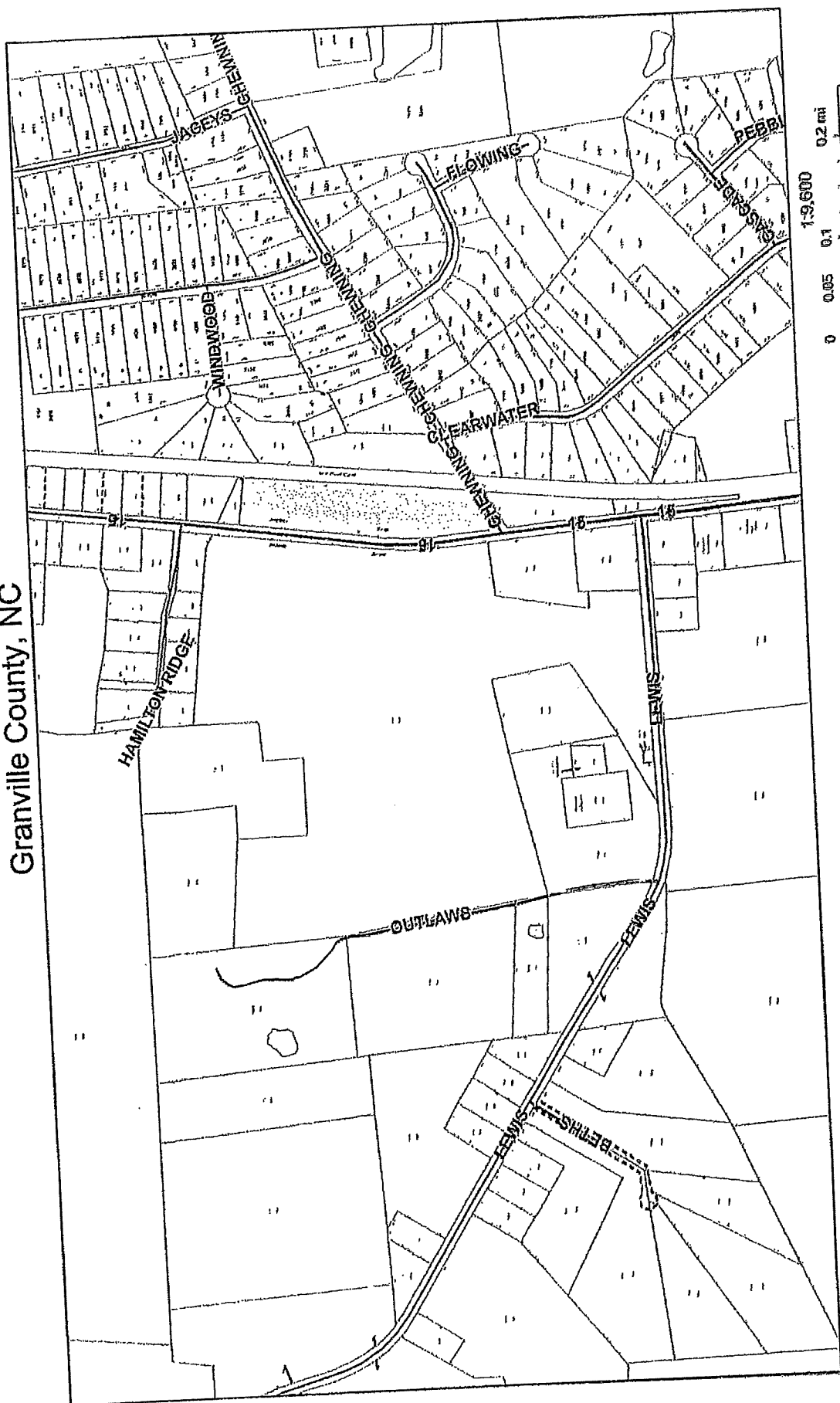
All that certain parcel of land being situate in Salem Township, Granville County, North Carolina, described as follows:

Beginning at a nail set in the intersection of US Hwy 15 and Chewning Road (SR 1514), the point and place of Beginning; run thence along the centerline of US Hwy 15 N 07° 40' 22" E, 359.65 feet to a surveyed point; thence N 09° 55' 04" E, 90.03 feet to a surveyed point; thence N 13° 29' 45" E, 94.44 feet to a surveyed point; thence N 17° 29' 57" E, 93.80 feet to a surveyed point; thence N. 19° 38' 22" E, 749.17 feet to a computed point in the line of lands of Grissom Deed Book 1578 Page 168; thence along the line of Grissom S. 70° 12' 41" E, 33.22 feet to an existing iron pin; thence S. 70° 12' 41" E, 240.17 feet to an iron pin set; thence S. 70° 12' 41" E, 40.02 feet to a computed point in the Southern Railroad right-of-way; thence running along the centerline of said railroad right-of-way S. 17° 55' 25" W, 1184.43 feet to a nail set in the centerline of Chewning Road (SR 1514); thence along the centerline of Chewning Road S. 71° 30' 57" W, 312.06 feet to a nail set in the centerline of US Hwy. 15 the point and place of Beginning, being 9.40 acres total, according to "Property of and Minor Subdivision Survey for The Corbitt Family Ltd Partnership" dated October 15, 2018, and recorded in Book 47 Page 112, Granville County Registry.

Exhibit C to Botros Hwy 15 rezoning application

The requested rezoning to HB for this section along Hwy 15 North is consistent with the County Comprehensive Plan Future Land Use designation of this area as a commercial node on one of the major highway arterial roads through the county. This parcel of land is also strategically situate along the highway at the intersection of Chewning Road, a collector road, and separated from the residential area growing to the east by the significant railroad right of way.

The growth of residential communities like Oxford Park during the past 10 years as well as the traffic along Hwy 15 toward Stovall, Bullock and Kerr Lake make re-zoning to HB both timely and appropriate.



4/30/2021 1:39:49 PM

Parcels

Lot Lines — Leaders

Centerlines _____ Hydro _____ Parcel Hooks _____

Hydro — Parcel Hooks

granville_nc_anno

Samville County, State of North Carolina 1901. Enl. HERE. Samvil. USSS. NGA. USA. USGA. USGS. NPS. State of North Carolina 1901. Enl. HERE. Samvil. NGA. USGS. NPS.1

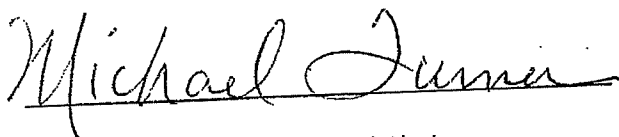
Planning Board Written Consistency Statement and Reasonableness Statement and Small-Scale Rezoning (Spot-Zoning Analysis) Regarding the Aiman and Mary Botros by Attorney Lori Dutra requested rezoning of a 9.40 acre parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB). The 9.40 acre parcel is on the east side of US HWY 15 at the intersection of US HWY 15 and Chewning Road north of Oxford and is shown on GranvilleGIS currently as part of a larger tract. The parcel proposed for rezoning is currently shown on GranvilleGIS as part of a larger tract that is more specifically identified as Tax Map #191502874343. The 9.40 acre tract is further described as the tract created by Plat Book 47, Page 112 in the Granville County Register of Deeds. The property is owned by Aiman and Mary Botros by deed recorded in Granville County Register of Deeds at Deed Book 1829, Page 233-235.

Planning Board Written Consistency and Reasonableness Statement:

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of the property as Commercial. Goal 2, Objective 2B of the Comprehensive Plan encourages "increas[ing] opportunities for commercial development." A further recommendation is to "encourage commercial and mixed use development in key areas." The proposed tract being considered for rezoning is located on a major highway in an area recommended by the future land use plan to be commercial. A commercial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the property is located between a major highway and a railroad, is consistent with the future land development map contained in the Comprehensive Plan, and is in the public interest as it encourages commercial along a major highway in the County.

Planning Board Small-Scale Rezoning (spot-Zoning) Analysis:

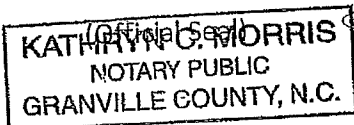
The proposed rezoning is consistent with the Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan as it classifies the future land use of the property as Commercial. A major recommendation of the Comprehensive Plan is to "encourage commercial and mixed use development in key areas." Existing commercial zoning is adjacent across Chewning Road and additional commercial zoning is in the vicinity north along Highway 15. A commercial rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.



Mike Turner, Planning Board Chairman
North Carolina
Granville County

I, Kathryn C Morris, a Notary Public for the said County and State,
do hereby, certify that Michael Turner personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1st day of June,
2021.



Kathryn C Morris Notary Public
My Commission expires Aug 19, 2024.

EXCERPTS FROM THE UNAPPROVED PLANNING BOARD MINUTES OF MAY 20, 2021. ZONING MAP
AMENDMENT (REZONING) PETITION

PUBLIC HEARING

Public Hearing - Zoning Map Amendment (Rezoning) Petition

Z-2-2021

Aiman and Mary Botros by Attorney Lori Dutra, Applicant, Parcel
with frontage on east side of US Highway 15 at the intersection of
US HWY 15 and Chewning Road north of Oxford

Aiman and Mary Botros by Attorney Lori Dutra is requesting to rezone a 9.40 acre parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB). The 9.40 acre parcel is on the east side of US HWY 15 at the intersection of US HWY 15 and Chewning Road north of Oxford and is shown on GranvilleGIS currently as part of a larger tract. The parcel proposed for rezoning is currently shown on GranvilleGIS as part of a larger tract that is more specifically identified as Tax Map #191502874343. The 9.40 acre tract is further described as the tract created by Plat Book 47, Page 112 in the Granville County Register of Deeds. The property is owned by Aiman and Mary Botros by deed recorded in Granville County Register of Deeds at Deed Book 1829, Page 233-235.

Chairman Turner opened the Public Hearing. He gave the summary information. He then asked Mr. Baker for additional comments.

Mr. Baker stated that all public notices as required by local and state law had been accomplished for tonight's hearing. He stated that the North Carolina General Statutes require that the Planning Board make a Written Consistency and Reasonableness Statement regarding consistency with officially adopted plans and for Small-Scale Rezoning. Comments from staff regarding the Comprehensive Plan and Small-Scale Rezoning as well as comments from the applicant that the Planning Board may want to consider on the proposed rezoning were included in the Agenda Packets. The Development Review Committee met on May 6th and reviewed the proposed rezoning. The Committee had no comments regarding the rezoning application. The Board was also provided with a copy of the rezoning application and information, the Table of Uses and Use Definitions, and a copy of the vicinity map. Mr. Baker further stated that any use in the Highway Business Uses would be allowed if the rezoning were approved.

Chairman Turner asked for questions from the Board Members. Hearing no questions, he recognized Lori Dutra, representative for the applicant.

Attorney Dutra stated that the requested rezoning to HB for this section along HWY 15 North is consistent with the County Comprehensive Plan Future Land Use designation of this area as a commercial node on one of the major highway arterial roads through the county. This parcel of land is also strategically situated along the highway at the intersection of Chewning Road, a collector road, and separated from the residential area growing to the east by the significant railroad right-of-way.

The growth of residential communities like Oxford Park during the past 10 years as well as the traffic along HWY 15 toward Stovall, Bullock and Kerr Lake make re-zoning to HB both timely and appropriate.

Chairman Turner also recognized Kevin Botros for comments.

Kevin Botros is the son of the applicant. As the son of the owners of the country store, he hopes the rezoning will allow them to expand the store and provide more services for the community.

Chairman Turner then recognized Abanoub Botros.

Abanoub Botros is also the son of the applicant. He stated that he had attended J. F. Webb and was honored to be able to serve and be part of this community.

Chairman Turner asked the Board if they had any questions for the applicant. Hearing none, and after finding that no one else wished to speak, he closed the public hearing.

Chairman Turner gave a summary of the information presented. He then asked the Board for a motion.

Vice Chairman Mangum made a motion to approve the rezoning request as presented and to include the staff's comments regarding the Comprehensive Plan and Small-Scale Rezoning Analysis as the Planning Board's Written Consistency and Reasonableness Statement and as their Small-Scale Rezoning (Spot-Zoning) Analysis. Board Member Currin seconded the motion.

The motion was unanimously approved.

Ayes: J. Currin, Milstein, Mangum, Nelson, Turner, Tyler

Nays: None

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Sec. 32-142. - Use table.

According to land use, table 03.110A lists the type of permission in each district, parking requirements, loading bay requirements, and permitted sign types. Table 03.110B lists the specific parking requirements and table 03.110C lists specific loading requirements for several specific uses listed in table 03.110A, Limited, conditional and special use standards are contained in the tables and section 32-191 of this article. Should a use not be identified in table 03.110 or article XIX, refer to section 32-1138. See article IV for district, lot, bulk and other standards.

TABLE 03.110A
GENERAL USE TABLE

GENERAL USE TABLE																
	Permitted Land Use															
Land Use	AR-80	AR-40	R-25	MHPD	HB	NB	I-1	I-2	O/I	Parking	Loading	Other				
Agricultural																
Boarding Stables	Y	Y	Y	Y		N	N	N	N	N						
Bona Fide Farms	Y	Y	Y	Y		Y	Y	Y	Y	Y	na.	na.				
Farmsteads	Y	Y	Y	N		N	N	N	N	N	3/du.	none				
Residential																
Single-Family Detached	Y	Y	Y	Y		N	N	N	N	N	3/du.	none				
Mobile Home, pre-1976	L	L	N	L		N	N	N	N	N	2/du.	none	Only facilities existing as of March 16, 1998; see <u>section 32-193</u>			

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Manufactured Home, post-1976	L	L	L	L	N	N	N	N	N	2/du.	none	see section 32-194
Planned Unit Development	S	S	S	S	N	N	N	N	N	2.25/du.	none	see section 32-195
Manufactured Home Park	N	N	N	L	N	N	N	N	N	2.25/du.	none	see section 32-196
Group Home	Y	Y	Y	Y	N	N	N	N	N	3.0/du.	none	
<i>Home Uses</i>												
Cottage Industry	L	L	L	L	N	N	N	N	N	see table 03,110B	none	see section 32-197
Family Child Care Home	L	L	L	L	N	N	N	N	N	see table 03,110B	none	see section 32-199
Home Businesses	L	L	L	L	N	N	N	N	N	see table 03,110B	none	see section 32-198
Home Occupation	L	L	L	L	N	N	N	N	N	see table 03,110B	none	see section 32-200
<i>Institutional</i>												
Assembly and Worship	Y	Y	Y	Y	Y	N	N	N	Y	1/3 seats	1/40,000 sf.	
Child Care Centers	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03,110B	1/60,000 sf.	

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College	L	L	L	N	Y	L	N	N	Y	1/2 students	1/40,000 sf.	
Institutional	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110B	1/60,000 sf.	
Institutional, Residential	L	L	L	L	Y	Y	N	Y	L	see table 03.110B	1/25,000 sf.	see <u>section 32-201</u>
Protective Care	S	S	N	N	S	N	Y	N	L	1/2 rooms	2 sf.	see <u>section 32-202</u>
Public Service	L	L	L	Y	Y	Y	Y	Y	L	1/employee and 1 stored vehicle	1 per loading bay	see <u>section 32-203</u>
Utilities, Local	L	L	L	Y	L	Y	Y	Y	L	1/1,000 sf.	1/2,000 sf.	see <u>section 32-204</u>
Commercial												
Agricultural Support and Services	L	L	N	N	Y	Y	Y	Y	N	1/250 sf.	1.5/bay	see <u>section 32-205</u>
Bed and Breakfast/Country Inn	L	L	L	N	Y	Y	N	N	N	1/room plus 2	none	see <u>section 32-206</u>
Cattle Merchant Wholesalers	S	S	N	N	Y	Y	Y	Y	N	1/250sf.	1.5/bay	see <u>section 32-207</u>
Manufacturing	N	N	N	N	Y	Y	N	Y	N	see table 03.110B	2/40,000 sf.	

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Commercial Retail	N	N	N	N	Y	Y	L	L	N	see table 03,110B	see table 03,110C	see <u>section</u> <u>32-207</u>
Drive-in Facility	N	N	N	N	Y	Y	N	Y	N	see table 03,110B	1/25,000	
Heavy Retail and Service	N	N	N	N	C	N	L	L	N	see table 03,110B	1.5 per bay	see <u>section</u> <u>32-208</u>
Hospitals	N	N	N	N	Y	Y	N	N	Y	1/bed	1/33,000 sf.	
Kennels	C	C	N	N	Y	Y	Y	Y	N	1/333 sf, plus 1 per 3 stalls	1/40 stalls	see <u>section</u> <u>32-209</u>
Light Automobile Service	N	N	N	N	Y	Y	Y	Y	N	see table 03,110B	1/20,000 sf.	
Alcohol, Sales or With Restaurant	N	N	N	N	Y	L	Y	Y	N	12/1,000 sf, of GFA	na	see <u>section</u> <u>32-210</u>
Office	N	N	N	N	Y	Y	Y	Y	Y	see table 03,110B	1/33,000 sf.	
Restaurant	N	N	N	N	Y	Y	Y	Y	Y	12/1,000 sf, of GFA	na	
Services	N	N	N	N	Y	Y	Y	Y	N	see table 03,110B	1/33,000 sf,	
Shopping Center	N	N	N	N	Y	N	N	N	N	1/200 sf.	1/25,000 sf.	

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Vehicular Sales, Rental and Service	N	N	N	N	L	N	N	N	N	1/15 cars on lot	2/30,000 sf,	see section 32-211
<i>Recreation and Amusement</i>												
Campgrounds	C	C	N	N	N	N	N	N	N	1 space per travel trailer and 3/50 at office	1	
Commercial Amusement, Indoor	N	N	N	N	Y	L	N	Y	N	see table 03.110B	1	see section 32-212
Commercial Amusement, Outdoor	N	N	N	N	L	L	N	Y	N	see table 03.110B	none	see section 32-213
Horse Shows	C	C	C	C	Y	Y	Y	Y	N	see section 32-235	see table 03.110C	see section 32-235
Indoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-214
Outdoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-215
Riding Stables/Riding Academy	L	L	L	L	Y	Y	Y	Y	N	see section 32-192	see table 03.110C	see section 32-19
<i>Industrial Uses</i>												

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Convenience Centers	N	S	N	N	C	C	L	L	N	1 per employee on largest shift	none	See <u>section 32-237</u>
Disposal	S	S	N	N	N	N	S	S	N	1/vehicle	1/vehicle	see <u>section 32-216</u>
Ethanol/Biodiesel Production Facility	N	N	N	N	N	N	N	L	N	see table 03,110B		see <u>section 32-232</u>
Extraction	N	N	N	N	N	N	S	S	N	1/vehicle and accessory	1/vehicle	see <u>section 32-217</u>
Ground-Mounted Solar Power Energy System "Solar Farm"	N	N	N	N	N	N	C	L	N			see <u>section 32-233</u>
Heavy Industry	N	N	N	N	N	N	N	Y	N	see table 03,110B	1/15,000 sf. or 1.25/bay	
Light Industry	N	N	N	N	N	N	Y	Y	N	1/500 and 1/vehicle	1/20,000 sf. or 1/bay	
Recycling and/or Storage	S	S	N	N	N	N	N	Y	N	2/1,000 sf.	1.25/bay	see <u>section 32-218</u>
Utilities, Community/Regional	S	S	N	N	N	N	S	S	N	1/1,000 sf.	1 vehicle	see <u>section 32-219</u>

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Warehousing	N	N	N	N	C	N	Y	Y	N	1/2,000 sf.	1.5/bay	see section 32-220
<i>Special Uses</i>												
Adult Establishments	N	N	N	N	N	N	N	S	N	see section 03.353	None	see section 03.353
Designated Group Development	N	N	N	N	L	L	L	L	L	1/200 sf.	1/25,000 sf.	see section 32-329
Electronic gaming operation	N	N	N	N	N	N	N	S	N	See section 32-234		See section 32-234
General Aviation Airports	N	N	N	N	N	N	N	S	N	special study	special study	see section 32-221
Private Landing Strips	N	S	N	N	N	N	N	S	N	none	none	see section 32- 221(c)
Wireless Support Structures and/or Substantial Modification of Wireless Support Structures	S	S	S	S	S	S	S	S	S	see article IX	none	see article IX
Wireless Collocations and/or Eligible Facilities Requests	L	L	L	L	L	L	L	L	L	See article IX	none	See article IX

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Temporary Uses

Commercial Temporary Outdoor Sales	Y	Y	N	N	Y	Y	Y	Y	Y	site review	none	
Concrete/Asphalt Batch Plant	N	N	N	N	N	N	L	L	N	special study	1/vehicle	see <u>section</u> <u>32-227</u>
Contractor's Office	S	S	N	N	L	L	L	L	N	1/200 sf.	none	see <u>section</u> <u>32-228</u>
Dog Agility Competition	L	L	L	L	L	L	L	L	L	1/3 attendee	none	See <u>section</u> <u>32-238</u>
Farmstand	Y	Y	N	N	Y	Y	Y	Y	N	8 spaces	none	
Mobile Homes as Office and/or Exhibition	L	L	L	L	L	L	Y	Y	L	1/vehicle	none	see <u>section</u> <u>32-229</u>
Hardship Mobile Home	C	C	C	C	N	N	N	N	N	1/du	none	see <u>section</u> <u>32-230</u>
Public-Interest Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see <u>section</u> <u>32-231</u>
Special Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see <u>section</u> <u>32-232</u>
Temporary Miscellaneous Sales	L	L	L	L	L	L	L	L	L	1/vehicle	none	see <u>section</u> <u>32-233</u>

DIVISION 3. - USE DEFINITIONS

Sec. 32-1301. - Generally.

The uses found in table 03.110 are defined in this division. Specific uses may be further defined in division 4 of this article. If a use is not enumerated in either of these divisions, see section 32-1138 for interpretations. Any use not specifically listed in table 03.110 and defined in this article is expressly prohibited unless the interpretation is that the use is similar to a permitted use. The 1997 North American Industrial Classification System (NAICS) codes are used to define many uses.

(Ord. of 7-12-1999, div. 23.200)

Sec. 32-1302. - Agricultural uses.

- (a) (1) *Bona fide farms* (NAICS 111, 112, part and 11142), Bona fide farm uses include crop production and animal production, and agritourism defined by N.C.G.S. 153A-340. Following shall constitute sufficient evidence for classification as a bona fide farm:
 - a. A farm sales tax exemption certificate issued by the department of revenue,
 - b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to N.C.G.S. 105-277.3,
 - c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
 - d. A forest management plan.
- (2) These uses also include:
 - a. Orchards, aquaculture and truck farming,
 - b. The raising or breeding of livestock, cattle, horses, poultry and bees,
 - c. Nurseries and greenhouses that sell only products grown on the premises. Tree farms, forestry and nurseries selling gardening or other supplies are not considered bona fide farms under this subsection (NAICS 11142).
- (b) Boarding stables means a place where a property owner may allow others to board their horses, mules, donkeys or ponies. Those stabling their animals may ride their animals at the location. No equestrian events of any kind may be held at boarding stables unless otherwise authorized by this chapter.
- (c) *Farmstead* means a residential-agricultural unit in which the land is used for agriculture and residential purposes by the owner/operator of the agricultural operation.
- (d) *Agricultural processing facility* means a facility utilized for the processing and packaging of produce and/or other commodities for transport to off-site wholesale or retail establishments. Facilities may be utilized by farm-based producers, restaurateurs, caterers, food entrepreneurs, and the like. Activities shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce prior to shipment but does not include processing of live animals. May include accessory retail sales of products processed on site.
- (e) *Agricultural processing facility, community* means a facility utilized for the processing of produce and/or other commodities produced by no more than five cooperative farm partners for the consumption of other

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(e.g., small canning operation). Activities shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce but does not include processing of live animals. May include accessory retail sales of products processed on site.

(f) *Cold storage facility* means a facility used to warehouse perishable foods and products prior to transport.

(g) *Community farmers' market* means an enclosed or open-air facility for the retail sale of locally produced vegetables, flowers, meats, commodities, plants, crafts, etc. For the purpose of this definition, "local" means Granville County and counties that share a border with Granville County.

(h) *Stockyard/livestock market* means a facility where livestock are kept temporarily awaiting purchase and/or transport; such facilities may include enclosed pavilions, grandstands, paddocks, and stalls.

(Ord. of 7-12-1999, § 23.210; Amend. of 4-4-2011, §§ 2, 6; Amend. of 1-5-2015(2), § 4; Amd. of 11-18-2019(1), § 10)

Sec. 32-1303. - Residential uses.

(a) *Single-family detached* means all detached dwelling units constructed on lots and intended for only one family.

(b) *Mobile home* means a manufactured home constructed prior to June 15, 1976, that does not meet the standards promulgated by the U.S. Department of Housing and Urban Development (24 CFR 3287.7(a)) at the time of construction. See "Manufactured home," section 32-1331.

(c) *Manufactured home, post-1976*, means all manufactured homes constructed after June 15, 1976, that meet or exceed the standards promulgated by the U.S. Department of Housing and Urban Development (24 CFR 3287.7(a)) or its successor that were in effect at the time of construction. See "Manufactured home," section 32-1331.

(d) *Planned unit development* describes a development that consists of one or more of the following housing types: single-family, single-family lot line, village houses, duplexes, townhouses, multiplexes and apartments. Such developments shall be planned as a unit and shall meet all the standards in table 04.11.0 and section 32-195.

(e) *Manufactured home parks*. A parcel of land divided into two or more manufactured home lots for lease.

(f) *Group home* means a building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment where staff manages the living and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this chapter, such as apartment or attached housing, the use shall be treated as such. Co-ops, nursing homes, other institutional residential, and boardinghouse type of operations are expressly excluded since these are institutional or commercial lodging uses. Family care homes and home care units which care for a maximum of six individuals are included under this definition.

(Ord. of 7-12-1999, § 23.220; Amend. (2) of 7-10-2006, § 2)

Sec. 32-1304. - Home uses.

(a) *Cottage industry* means:

(1) An industrial or intensive use conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included.

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(2) This use includes but is not limited to all uses permitted as a home occupation or home business and business to agriculture, truck operations involving no more than two designated trucks shall be stored in a building, system service, well service, carpentry, upholstery, woodworking, potteries, glassworks, blacksmiths and other uses. It includes screened outdoor storage areas.

(b) *Home business* means a business operated out of homes that permits the employment of up to four unrelated individuals in the home. Uses shall be limited to office or service businesses and any use permitted as a home occupation. Wholesale or retail sales is prohibited except as provided for home occupations.

(c) *Family child care home* means family homes which receive up to a maximum of eight children for less than 24 hours per day. The number counted includes the family's natural or adopted children and all other persons under the age of 12.

(d) *Home occupation* refers to any service, professional or art occupation which is customarily operated out of the home that permits the employment of up to two unrelated individuals in the home. Sales, wholesale or retail, shall be prohibited except for sales distributors who fill orders for catalog type products and make deliveries to the customer's house, as opposed to customers coming to the place of business.

(Ord. of 7-12-1999, § 23.230)

Sec. 32-1305. - Institutional uses.

(a) *Assembly and worship* includes museums, aquariums, cultural or arts centers, conference centers (with no lodging), and churches with schools as part of the complex (NAICS 6111, 8131, 8134).

(b) *Childcare center* means any use of a building that provides child care services (day, nursery, or preschools NAICS 6244) for three or more children not in a person's residence that is or will be licensed by the state, also is not associated with an assembly and worship facility. Child care services associated with assembly and worship facilities on the same parcel of such facility is an accessory use to the principal use. Child care services associated with an assembly and worship facilities on a separate parcel of such facility shall be treated the same as a child care center use that may be exempted to licensing by the state.

(c) *College* means colleges, universities and professional schools (NAICS 6113); other advanced education (NAICS 6112).

(d) *Institutional* means libraries, public or private, elementary, middle and high schools without residential living facilities (NAICS 6111), senior citizens' center (NAICS 624120), churches, cemeteries, and all other public or private indoor institutional uses.

(e) *Institutional, residential* include:

(1) Convents or monasteries, and nursing homes.

(2) Sheltered care facilities or group living facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, group homes, and residential substance abuse facilities where total occupancy is more than six shall be considered institutional residential use. The residents would be members of an institution, or would have institutional care, or would be treated by staff in an institutional setting rather than living independently. Drug and alcoholism hospitals and rehabilitation (NAICS 623, 62422, 62423).

Institutional housing where there is commercial rental or condominium ownership combined with any of health care. (NAICS 623311, 6239, 624229)

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- (4) Dormitories, fraternities, sororities or co-ops.
 - (5) Public or private elementary, middle, and high schools with live-in facilities on site (NAICS 61111).
 - (f) *Protective care* means housing where the residents are assigned to the facility and are under the protective care of the county, state or federal government (NAICS 92214). This use includes jails, prisons, work release, other similar facilities, and psychiatric hospitals (NAICS 6222).
 - (g) *Public service* includes emergency service, buildings, or garages (e.g., ambulance, fire, police, rescue), conservation agencies, and postal service buildings except major distribution centers (NAICS 62191, 92212, 92216) where vehicles are stored and dispatched (office uses are under section 32-1306).
 - (h) *Utilities, local* (NAICS 221122, 22121) means utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Generation, storage of combustibles, and regional facilities and landfills or mining facilities are not included here; see section 32-1308.
- (Ord. of 7-12-1999, § 23.240; Ord. of 2-4-2002, § 3; Amend. of 10-16-2017, § 1; Amd. of 6-3-2019(1), § 1)

Sec. 32-1306. - Commercial uses.

- (a) *Agricultural support and services* include farm supply services and grain storage, but exclude agricultural equipment dealers (NAICS 1151, 1152, 49313, 4225, 54194).
- (b) *Bed and breakfast/country inn* (NAICS 721191) is any place of lodging that provides five or fewer rooms for rent, is the owner's personal residence, and is occupied by the owner at the time of rental.
- (c) *Commercial lodging* (NAICS 7211, 7213) includes hotels, motels, boardinghouses and roominghouses, or a building or group of buildings offering transient lodging accommodations on a daily rate to the general public. Additional services to be provided may include a restaurant, meeting rooms and recreational facilities.
- (d) *Commercial and retail uses* include the following, provided no general storage or sales occur on the exterior on a regular basis. Furthermore, no regular outdoor sales can exceed five percent of the interior floor area:
Art gallery.

Artisan's workshop or artist studio that is not a home use, as defined in section 32-1304.

Clothing and accessory stores (NAICS 448).

Consumer rental (NAICS 5322, 5323).

Electronics and appliances (NAICS 443).

Florists (NAICS 453110).

Food and beverage stores except liquor sales (NAICS 445).

Furniture and home furnishings stores (NAICS 442).

Furniture stores (NAICS 442).

Garden centers (NAICS 44422).

General merchandise stores (NAICS 452).

Gift, novelty, and souvenir stores (NAICS 453220).

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Miscellaneous retail, including art, gifts, sporting goods, drug stores, liquor, books, toys, camera stores (NAICS 451, 452).

Office supplies and stationery stores (NAICS 453210).

Paint, glass, wallpaper, hardware (NAICS 44412, 44413).

Pet and pet supplies stores (NAICS 453910).

Used merchandise stores (NAICS 453310).

(e) *Drive-in facility* includes all drive-in establishments providing service to customers in vehicles: drive-in restaurants, banking facilities; other uses with drive-up windows where the drive-up facility is the principal use and not an accessory use.

(f) *Heavy retail and service* means retail and/or service activities that have regular exterior service or storage areas or partially enclosed structures as listed below:

Any commercial retail use (subsection (d) of this section) having exterior activities.

Automotive parts and tire dealers (NAICS 4413).

Farm and garden machinery and equipment merchant (NAICS 423820—Retail or wholesale).

Fuel dealers (NAICS 45431).

Equipment rental and leasing (NAICS 5324).

Home centers (NAICS 44411).

Lumber and other building materials (NAICS 4213, 44419, 44911).

Mini warehouses, not with outside storage (NAICS 53113).

Outdoor power equipment stores (NAICS 44421).

Recreational equipment rental (NAICS 532292).

Repair shops and related services (NAICS 811).

Special trade contractors (NAICS 238) (except storage of any equipment that is more than 12 feet in height).

Truck, recreational vehicle and mobile home sales (NAICS 441222, 44121, 45393).

Utility trailer dealers (1997 NAICS 441229).

Vehicle repair services, towing and parking (NAICS 8111 except light auto services subsection (i)).

(g) *Hospitals* means hospitals and medical laboratories (NAICS 339116, 62151, 62211, 62221, 62231), including general medical and surgical hospitals, specialty hospitals, and alcoholism, drug rehabilitation (NAICS 6222).

(h) *kennels* means the boarding, breeding, training or selling of domestic dogs or cats. This shall include the keeping of more than four dogs or six cats over the age of four months, or the keeping of a total of more than five dogs and cats (NAICS 812910).

(i) *Light automobile service* includes:

(1) Gasoline service stations, gas-convenience marts, and quick-service oil, tuneup, brake and muffler shops

are made in fully enclosed bays, the repairs are completed in less than two hours, and no

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- vehicles are stored overnight (NAICS 811191, 811192). A single-bay car wash associated with a gas convenience mart is permitted.
- (2) Auto service centers with a number of the uses as listed in this chapter contained in a single building. When the total floor area is greater than 30,000 square feet, car washes shall be permitted as part of the center. (NAICS 4411, 4413, and 811191, 81119)
- (j) *Alcohol sales* includes ABC stores, liquor stores, uses selling beer or wine except where that area is less than five percent of the store floor area, breweries (NAICS 312120), wineries (NAICS 312130) or restaurants serving liquor.
- (k) *Office uses* include:
- Agricultural support and services (offices only) (NAICS 115).
 - Business services (NAICS 55, 5611—5616, 5619, 8139).
 - Civic and social organizations (NAICS 8132—34).
 - Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional).
 - Finance, banks, trusts, lending (NAICS 521, 522, 525, 533).
 - Governmental offices (NAICS 92 excluding public service).
 - Health services (NAICS 621).
 - Insurance carriers, agents, brokers, and service (NAICS 524).
 - Miscellaneous services (NAICS 523910 and 523999).
 - Professional and technical services (NAICS 5411—5419).
 - Real estate (NAICS 531).
 - Security, commodity brokers and services (NAICS 523).
 - Social services (NAICS 624) (except care facilities).
- (l) *Restaurants* (NAICS 722). See subsection (e) for restaurants with drive-in facilities and subsection (j) for microbreweries serving food.
- (m) *Service uses* include a wide variety of personal and commercial services. This category does not include those services for customers in vehicles, such as a drive-in banking facility.
- Educational services (NAICS 611 except 611512, 61162).
 - Funeral homes (NAICS 81221).
 - Health, exercise and fitness clubs; dance studios (NAICS 71394, 71399).
 - Laundry services (NAICS 8123).
 - Miscellaneous repair services and shops (NAICS 44311, 8112, 8113, 8114).
 - Personal services (NAICS 8121, 812921, 812922, and 812990).
 - Postal service buildings, except regional distribution centers, couriers and messengers (NAICS 491, 492).

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Social assistance (NAICS 624).

Veterinary uses (NAICS 54194).

(n) *Shopping center* means a group of commercial retail, service and other commercial uses, located in a single planned unit and having minimal exterior activities.

(o) *Vehicular sales, rental and service* means automobile, boat, motorcycle, recreational vehicle dealers, and auto repair (NAICS 4411, 441221, 441222, 53211, also see subsection (f)).

(p) Cattle merchant wholesalers (1997 NAICS 422520).

(Ord. of 7-12-1999, § 23.250; Ord. of 8-21-2000, § 1; Amend. of 10-15-2007, § 1; Amend. of 4-4-2011, § 3; Amend. of 1-22-2013, § 1; Amd. of 8-6-2018, § 1; Amd. of 11-18-2019(1), § 10)

Sec. 32-1307. - Recreation and amusement uses.

(a) *Campground* is a form of commercial lodging where guests bring tents, travel trailers, campers or other similar forms of shelter. The campground rents pads to the guests.

(b) *Commercial amusement, indoor*, (NAICS 512131, 7111, 7112 part, 7113, 712 part, 713 part) includes but is not limited to all indoor commercial amusement facilities such as bowling alleys, indoor sports arenas, movie theaters, indoor skating rinks (ice or roller), video arcades, pool halls and shooting arcades.

(c) *Commercial amusement, outdoor*, (NAICS 512132, 71311, 71212, 71213) includes but is not limited to fairgrounds, outdoor stadiums, racing facilities, rodeos, music arenas, theme parks, amusement parks, miniature golf establishments, water slides, batting cages and shooting ranges.

(d) *Indoor recreation* includes:

(1) Recreational uses that are public (open to community or development residents), including community recreation centers, gymnasiums, indoor swimming pools, or tennis, racquetball, or handball courts (NAICS 71394 part).

(2) Specifically excluded are commercial and nonprofit membership health and exercise clubs and uses listed as commercial amusement uses (see section 32-1306).

(e) *Outdoor recreation* includes:

(1) Public areas (open to community residents) for active recreational activities, including but not limited to jogging, cycling, tot-lots, playing fields, playgrounds, outdoor swimming pools and tennis courts (NAICS 7113); golf courses (full-sized, nine holes, regulation length), regardless of ownership and membership golf and country clubs, par-3 golf courses, and golf driving ranges (NAICS 71391, 71393, 71394).

(2) Passive recreational uses, including but not limited to arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks.

(3) Picnic areas, garden plots and beaches.

(f) Riding stables/Riding academy (NAICS 713990).

(g) Horse shows (NAICS 711310).

(h) *Guest ranch* means a rural lodge providing overnight accommodations for transient guests seeking a experience characteristic to that of a rural ranch; onsite facilities may include lodge or cabin recreational facilities, including but not limited to

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- (i) Children's recreational camp with accommodation facilities (NAICS 721214) means an establishment that offers riding, hiking and similar activities. These establishments may provide accommodation facilities, such as cabins, and fixed campsites for campers, campers' families, and staff. These establishments also may include other amenities such as food services, recreational facilities and equipment, gymnasiums, and organized recreational activities. Establishments may provide sports and recreation instruction. Athletic research also may be conducted as an accessory use to this land use provided such activities shall be conducted in structures which maintain a camp type external appearance.

(Ord. of 7-12-1999, § 23.260; Amend. of 4-4-2011, §§ 7, 8; Amend. of 1-5-2015(2), § 5; Amend. of 12-7-2015(1), § 2; Amend. of 11-18-2019(1), § 10)

Sec. 32-1308. - Industrial uses.

- (a) *Disposal* includes disposal uses such as sanitary landfills, sludge disposal or storage; resource recovery facilities; energy recovery or generating from waste material; and any other form of waste management facilities (NAICS 5622 excluding disposal of radioactive waste materials [NAICS 562211], all of which are prohibited). Sewer facilities are regulated as utilities.
- (b) *Extraction* includes extraction uses such as mining and quarrying and any other extraction use (NAICS 21).
- (c) *Heavy industry* includes construction, mining, manufacturing, transportation and public utilities due to the land use intensity impacts typically associated with large industrial uses, their accessory outdoor storage uses, and large building areas. The following uses are permitted:

Alcoholic beverages (NAICS 31214).

All other miscellaneous wood product manufacturing (NAICS 321999).

Asphalt shingle and coating materials manufacturing (NAICS 324122).

Cut stock, resawing lumber and planing (NAICS 321912).

Hardwood veneer and plywood manufacturing (NAICS 321211).

Softwood veneer and plywood manufacturing (NAICS 321212).

Engineered wood manufacturing (NAICS 321213).

Heavy construction contractors (NAICS 234).

Industrial equipment leasing (NAICS 5324).

Manufactured home (mobile home) manufacturing (NAICS 321991).

Meat products manufacturing (NAICS 3116).

Metal window and door manufacturing (NAICS 332321).

Other millwork (including flooring) (NAICS 321918).

Prefabricated wood building manufacturing (NAICS 321992).

Reconstituted wood product manufacturing (NAICS 321219).

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- Seafood product preparation and packaging (NAICS 3117).
- Stone, clay and glass products (NAICS 327); see subsection (d) of this section.
- Tire retreading (NAICS 326212).
- Tobacco manufacturing (NAICS 312230).
- Tobacco stemming and redrying (NAICS 312210).
- Toilet preparation manufacturing (NAICS 325620).
- Transportation equipment manufacturing (NAICS 336).
- Truss manufacturing (NAICS 321214).
- Utility production or processing facilities, but not office or transmission or distribution (NAICS 22).
- Wood containers and pallet manufacturing (NAICS 321920).
- Wood window and door manufacturing (NAICS 321911).
- See subsection (d) for high-tech heavy industry.
- (d) *Light industry* includes manufacturing, transportation and wholesale use. This includes the following uses:
 - Biological product manufacturing (NAICS 325414).
 - Breakfast cereal manufacturing (NAICS 311230).
 - Building, development and general contracting (NAICS 236).
 - Communications (NAICS 515).
 - Electric and electronic equipment (NAICS 335) except electronic distribution and electrical industrial (NAICS 3353, 3359; not including NAICS 335312 Motor and generator manufacturing which is allowed).
 - Envelopes (NAICS 322232).
 - Fabricated metal product manufacturing (NAICS 332999).
 - Fats and oils refining and blending (NAICS 311225).
 - Flour milling (NAICS 311211).
 - Folding paperboard box manufacturing (NAICS 322212).
 - Food products (NAICS 311 including 311230, 312,) (except NAICS 3112, 3116, 3117, 3122).
 - Furniture and fixtures (NAICS 337).
 - High-tech heavy industry (NAICS 327, 335, 8112, 443), where the business is less than 20,000 square feet and receives and ships all its packages via courier service.
 - In-vitro diagnostic substance (NAICS 325413).
 - Instruments and related products (NAICS 334, 339).
 - Printing (NAICS 311213).

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- Medicinal and botanical manufacturing (NAICS 325411).
- Metal coating (NAICS 332813).
- Mini-warehouses (NAICS 53113).
- Motor and generator manufacturing (NAICS 335312).
- Office and computing machines (NAICS 334).
- Other oilseed processing (NAICS 311223).
- Pharmaceutical preparation manufacturing (NAICS 325412).
- Plastics bottle manufacturing (NAICS 326160).
- Plastics pipe and pipe fitting manufacturing (NAICS 326122).
- Printing and publishing (NAICS 511, 512, 323).
- Regional utility substation or distribution station (NAICS 221, 486) on at least two acres.
- Rice milling (NAICS 311212).
- Setup paperboard box manufacturing (NAICS 322219).
- Soybean processing (NAICS 311222).
- Special trade contractors (NAICS 238) (except storage of any equipment that is more than 12 feet in height).
- Stationary and tablets manufacturing (NAICS 322233).
- Textiles and apparel (NAICS 313, 314, 315).
- Transportation services (NAICS 488).
- Truck, recreational vehicle and mobile home sales (NAICS 441222, 441229, 44121, 45393).
- Truck rental (NAICS 53212).
- Wet corn milling (NAICS 311221).
- Wholesale trade, durable and nondurable (NAICS 423, 424) except farm products (NAICS 424510, 424520 and 424590).
- (e) *Recycling or storage* includes any land or structure consisting of at least 600 cubic feet used for salvaging, recycling, junkyards or storing of wastepaper, rags, scrap metal and discarded materials or the collection, dismantlement, storage and salvage of six or more inoperative vehicles, automobiles, boats, trucks, or farm vehicles or equipment, or other types of machinery. This establishment stores or keeps materials for a period of 15 days or more. Where there is no exterior storage, and all the material is stored inside buildings with impervious floors, the use shall be considered light industry.
- (f) *Utilities, community region*. This use includes natural gas fuel power generation, storage of combustibles, and regional facilities, such as regional switching stations or regional power substations, pump storage, and other facilities not housed inside normal buildings (NAICS 22).
- Warehouse construction*. This category includes all warehouse construction (identified in NAICS 236220 except mini or
- Trucking*. This category also includes trucking

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terminals and trucking and warehousing (NAICS 484).

- (h) Convenience centers means a county/county contractor-maintained site for the location of waste collection dumpsters and recycling bins.

(Ord. of 7-12-1999, § 23.270; Ord. of 11-5-2001, § 1; Amend. of 8-4-2003(3), § 1(23.270C.); Ord. of 10-4-2004, §§ 1, 2; Ord. of 4-18-2005, §§ 1—4; Amend. of 9-6-2011, § 1; Amd. of 11-18-2019(1), § 10)

Sec. 32-1309. - Special uses.

- (a) *General aviation airports* include all airports (NAICS 481, 488) and flight training schools (NAICS 611512), including those used by ultralight aircraft.
- (b) *Event center* means a venue which hosts weddings, receptions, birthday parties, fundraising events for non-profits, family or class reunions, and church gatherings and is situated upon a parcel of land upon which bona fide farming activities are taking place (not including agritourism as defined by N.C.G.S. 153A-340).
- (c) *Designed group development* includes any development that is not a conditional use or special use for that district that is intended, designed or contains any one or more of the following situations:
- (1) More than one nonresidential principal structure on the same lot of record.
 - (2) A structure divided by three or more divided walls which separate nonresidential uses.
 - (3) Any nonresidential structure of 20,000 square feet or more to be used for other than industrial or warehousing uses.
- (d) *Adult establishments*. An establishment that includes one of the following businesses: adult bookstores or adult video store; adult live entertainment business; or, adult motion picture theater.
- (e) *Electronic gaming operation* means any business enterprise, whether as a principal use or accessory use, where persons utilize electronic machines owned, operated, or kept by the business enterprise, including but not limited to computers and gaming terminals, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. Electronic gaming operations may include, but are not limited to, internet sweepstakes, electronic gaming machines/operations and internet cafes and cybercafes where internet sweepstakes and electronic gaming operations are offered by the proprietor in a manner not accessible to the general public from a home computer. This does not include any lottery approved by the State of North Carolina. No electronic gaming operation shall be allowed as any home use defined in this chapter.
- (f) *Private landing strips* means runways or landing strips intended for the private use of an individual engaged in the operation of aircraft for personal pleasure and are not used for commercial purposes.
- (Ord. of 7-12-1999, § 23.280; Ord. of 8-21-2000, § 3; Ord. of 8-4-2003, § 3-23.280.C.; Amend. of 6-7-2010, § 3; Amend. of 6-16-2014, § 4; Amend. of 9-8-2015(1), § 2; Amend. of 9-6-2016(1), § 3; Amd. of 11-18-2019(1), § 10)

Sec. 32-1310. - Temporary uses.

- (a) *Commercial temporary outdoor sales* means outdoor sales of merchandise, by either a store owner or occupant, outside the store in question on either the public sidewalk, a private sidewalk or pedestrian area. This use excludes sales associated with a public interest or special event.
- (b) *Concrete/asphalt batch plant* means a concrete or asphalt batch plant assembled on a site for the

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construction of a particular road improvement, located no more than one mile from the site. This facility shall be removed within one year.

- (c) *Contractor's office*, including watchman's trailers, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Sleeping and/or cooking facilities may also be permitted.
- (d) *Farmstand* means a temporary or permanent structure or vehicle used in the sale of agricultural produce, in season, at least 50 percent of which is grown by the seller. More than one farm may sell at a single stand.
- (e) *Mobile home for temporary use as office and/or exhibition* means a modular unit used solely as offices for purposes of exhibition, or for a caretaker or night watchman, to be temporarily parked, maintained and/or occupied.
- (f) *Hardship mobile home* means a mobile home to be placed on an occupied lot with an existing residential dwelling on a temporary basis.
- (g) *Public interest event* means outdoor gatherings, auctions, art sales and bake sales for the benefit of the community or community service or nonprofit organizations.
- (h) *Special events* include but are not limited to outdoor concerts, auctions, equestrian events, carnivals, circuses, outdoor religious meetings, and special entertainment at commercial properties. Such uses often travel to various communities or involve noisy events regardless of purpose.
- (i) *Temporary miscellaneous sales* include those activities which bring goods to a retail use in trucks and sell that merchandise from the trucks or a temporary outdoor or tented sales area.
- (j) *Dog agility competition* means a competition where dogs compete to establish times through an agility course.

(Ord. of 7-12-1999, § 23.290; Amend. of 4-4-2011, § 9; Amend. of 7-6-2015(1), § 3)

Secs. 32-1311—32-1330. - Reserved.

**AMENDMENT REGARDING ADOPTING NORTH CAROLINA GENERAL STATUTE
160D LAND USE REGULATIONS FOR CONSISTENCY WITH STATE LAW**

Whereas, the Granville County Board of Commissioners found it necessary to adopt the Granville County Land Development Code on July 12, 1999, to provide for the orderly, planned, and efficient growth of Granville County; and,

Whereas, the need to amend and/or change this same code from time to time exist to provide for its efficient administration and enforcement or to address changing conditions of the growth and development of the County; and,

Whereas, the Granville County Planning Board held a public hearing on the proposed amendment on March 18, 2021, and after a study of evidence presented, made a favorable recommendation on the adoption of the proposed amendment on March 25, 2021; and,

Whereas, a notice of public hearing has been given as provided in North Carolina General Statute 153A-323 and the Granville County Land Development Code for a Text Amendment and a public hearing was held by the Board of Commissioners on April 19, 2021, at which, evidence was presented at the public hearing.

Whereas, the Granville County Board of Commissioners hereby adopts the following Plan Consistency Statement:

**GRANVILLE COUNTY BOARD OF COMMISSIONERS' PLAN CONSISTENCY
STATEMENT:**

The State of North Carolina has passed major Planning enabling legislation creating a new Chapter 160D applicable to Land Use regulations. The State has mandated that local governments adopt land use regulations consistent with Chapter 160D on, or before, July 1, 2021. These amendments are consistent with state law as prescribed by Chapter 160D of the North Carolina General Statutes. Further, these amendments continue the goals of the Granville County Comprehensive Plan to "preserve opportunities for future industrial and employment uses; encourage commercial and mixed use development; clarify the character of development desired in different residential areas; and, preserve [the] rural character on Granville's green edges."

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

SECTION 1. Amend the Granville County Land Development Code (LDC) (**bold** denotes added language and ~~strike-through~~ denotes deleted language):

Sec. 32-4. - Exemptions.

- (d) *Planned unit developments.* All planned unit developments shall continue under the regulations, plans and standards approved in their adoption resolution. If changes are to be made to approved PUDs, it shall be done pursuant to the granting of a **major special conditional** use permit; and every effort shall be made to comply with the regulations of this chapter.

Sec. 32-141. - Generally.

All land uses or structures shall be permitted in districts only as indicated in this division. No use prohibited in a district shall be permitted under any circumstances. The following symbols are used in table 03.110:

- (4) **MinS** indicates a use permitted only if a **minor special conditional** use is approved per section 32-1083. The use must conform to the locational, design or other conditions of section 32-191. Not all properties may meet these requirements, thus limiting the sites upon which the use may be built. **Minor Special Conditional** uses shall be processed by the board of adjustment.
- (5) **MajS** indicates a use permitted only if a **major special** use is approved per section 32-1082. The use must conform to the locational, design or other conditions of section 32-191. Not all properties may meet these requirements, thus limiting the sites upon which the use may be built. Special uses shall be processed by the board of commissioners.

Sec. 32-142. - Use table.

According to land use, table 03.110A lists the type of permission in each district, parking requirements, loading bay requirements, and permitted sign types. Table 03.110B lists the specific parking requirements and table 03.110C lists specific loading requirements for several specific uses listed in table 03.110A. Limited, ~~conditional~~ **minor** and **major** special uses standards are contained in the tables and section 32-191 of this article. Should a use not be

identified in table 03.110 or article XIX, refer to section 32-1138. See article IV for district, lot, bulk and other standards.

TABLE 03.110A
GENERAL USE TABLE

GENERAL USE TABLE												
Permitted Land Use												
Land Use	AR-80	AR-40	R-25	MHP D	HB	NB	I-1	I-2	O/ I	Pa rk in g	Load ing	Other
Agricultural												
Boarding Stables	Y	Y	Y	Y	N	N	N	N	N			
Bona Fide Farms	Y	Y	Y	Y	Y	Y	Y	Y	Y	na	na.	
Farmsteads	Y	Y	Y	N	N	N	N	N	N	3/ du	none	
Residential												
Single-Family Detached	Y	Y	Y	Y	N	N	N	N	N	3/ du	none	
Mobile Home; pre 1976	N	N	N	N	N	N	N	N	N	2/ du	none	Only facilit ies existi ng as of March

													h-16; 1998; see section n 32- 193
Manufactured Home, post 1976	L	L	L	L	N	N	N	N	N	N	2/ du	none	see section n 32- 194
Planned Unit Development	MajS	MajS	MajS	MajS	N	N	N	N	N	N	2. 25 /d u.	none	see section n 32- 195
Manufactured Home Park	N	N	N	L	N	N	N	N	N	N	2. 25 /d u.	none	see section n 32- 196
Group Home	Y	Y	Y	Y	N	N	N	N	N	N	3. 0/ du	none	
Home Uses													
Cottage Industry	L	L	L	L	N	N	N	N	N	N	se e ta bl e 03 .1 10 B	none	see section n 32- 197
Family Child Care Home	L	L	L	L	N	N	N	N	N	N	se e ta bl	none	see section n 32-

										e 03 .1 10 B		199
Home Businesses	L	L	L	L	N	N	N	N	N	see e ta bl e 03 .1 10 B	none	see section 32- 198
Home Occupation	L	L	L	L	N	N	N	N	N	see e ta bl e 03 .1 10 B	none	see section 32- 200
<i>Institutional</i>												
Assembly and Worship	Y	Y	Y	Y	Y	N	N	N	Y	1/ 3 se at s	1/40, 000 sf.	
Child Care Centers	Y	Y	Y	Y	Y	Y	N	N	Y	see e ta bl e 03 .1 10	1/60, 000 sf.	

										B		
College	L	L	L	N	Y	L	N	N	Y	1/2 students	1/40,000 sf.	
Institutional	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110 B	1/60,000 sf.	
Institutional, Residential	L	L	L	L	Y	Y	N	Y	L	see table 03.110 B	1/25,000 sf.	see section 32-201
Protective Care	MajS	MajS	N	N	MajS	N	Y	N	L	1/2 rooms	2 sf.	see section 32-202
Public Service	L	L	L	Y	Y	Y	Y	Y	L	1/employee	1 per loading bay	see section 32-203

										d l st or ed ve hi cl e		
Utilities, Local	L	L	L	Y	L	Y	Y	Y	L	1/ 1, 00 0 sf.	1/2,0 00 sf.	see section 32- 204
<i>Commercial</i>												
Agricultural Support and Services	L	L	N	N	Y	Y	Y	Y	N	1/ 25 0 sf.	1.5/b ay	see section 32- 205
Bed and Breakfast/Country Inn	L	L	L	N	Y	Y	N	N	N	1/ ro o m pl us 2	none	see section 32- 206
Cattle Merchant Wholesalers	MajS	MajS	N	N	Y	Y	Y	Y	N	1/ 25 0s f.	1.5/b ay	see section 32- 236
Commercial Lodging	N	N	N	N	Y	Y	N	Y	N	se e ta bl e 03 .1	2/40, 000 sf.	

										10 B		
Commercial Retail	N	N	N	N	Y	Y	L	L	N	se e ta bl e 03 .1 10 B	see table 03.11 0C	see section 32- 207
Drive-in Facility	N	N	N	N	Y	Y	N	Y	N	se e ta bl e 03 .1 10 B	1/25, 000	
Heavy Retail and Service	N	N	N	N	MinS €	N	L	L	N	se e ta bl e 03 .1 10 B	1.5 per bay	see section 32- 208
Hospitals	N	N	N	N	Y	Y	N	N	Y	1/ be d	1/33, 000 sf.	
Kennels	MinS €	MinS €	N	N	Y	Y	Y	Y	N	1/ 33 3 sf. pl us	1/40 stalls	see section 32- 209

										1 pe r 3 st all s		
Light Automobile Service	N	N	N	N	Y	Y	Y	Y	N	se e ta bl e 03 .1 10 B	1/20, 000 sf.	
Alcohol, Sales or With Restaurant	N	N	N	N	Y	L	Y	Y	N	12 /1, 00 0 sf. of G F A	na	see sectio n 32- 210
Office	N	N	N	N	Y	Y	Y	Y	Y	se e ta bl e 03 .1 10 B	1/33, 000 sf.	
Restaurant	N	N	N	N	Y	Y	Y	Y	Y	12 /1, 00 0 sf. of	na	

										G F A		
Services	N	N	N	N	Y	Y	Y	Y	N	se e ta bl e 03 .1 10 B	1/33, 000 sf.	
Shopping Center	N	N	N	N	Y	N	N	N	N	1/ 20 0 sf.	1/25, 000 sf.	
Vehicular Sales, Rental and Service	N	N	N	N	L	N	N	N	N	1/ 15 ca rs on lot	2/30, 000 sf.	see sectio n 32- 211
<i>Recreation and Amusement</i>												
Campgrounds	MinS €	MinS €	N	N	N	N	N	N	N	1 sp ac e pe r tra ve l tra ile r an d 3/	1	

										50 at of fic e		
Commercial Amusement, Indoor	N	N	N	N	Y	L	N	Y	N	se e ta bl e 03 .1 10 B	1	see sectio n 32- 212
Commercial Amusement, Outdoor	N	N	N	N	L	L	N	Y	N	se e ta bl e 03 .1 10 B	none	see sectio n 32- 213
Horse Shows	MinS €	MinS €	MinS €	MinS €	Y	Y	Y	Y	N	se e se cti on 32 - 23 5	see table 03.11 0C	see sectio n 32- 235
Indoor Recreation	L	L	L	L	Y	Y	N	N	N	se e ta bl e 03 .1	1	see sectio n 32- 214

										10 B		
Outdoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.11 10 B	1	see section 32- 215
Riding Stables/Riding Academy	L	L	L	L	Y	Y	Y	Y	N	see section 32- 19 2	see table 03.11 0C	see section 32- 192
<i>Industrial Uses</i>												
Convenience Centers	N	MajS	N	N	MinS E	MinSG	L	L	N	1 per em ploy ee on lar ge st sh ift	none	See section 32- 237
Disposal	MajS	MajS	N	N	N	N	MajS	MajS	N	1/ ve hi	1/veh icle	see section 32-

										cl e		216
Ethanol/Biodiesel Production Facility	N	N	N	N	N	N	N	L	N	se e ta bl e 03 .1 10 B		see sectio n 32- 232
Extraction	N	N	N	N	N	N	MajS	MajS	N	1/ ve hi cl e an d ac ce ss or y	1/veh icle	see sectio n 32- 217
Ground-Mounted Solar Power Energy System "Solar Farm"	N	N	N	N	N	N	MinSE	L	N			see sectio n 32- 233
Heavy Industry	N	N	N	N	N	N	N	Y	N	se e ta bl e 03 .1 10 B	1/15, 000 sf. or 1.25/ bay	
Light Industry	N	N	N	N	N	N	Y	Y	N	1/ 50	1/20, 000	

										0 an d 1/ ve hi cl e	sf. or 1/bay	
Recycling and/or Storage	MajS	MajS	N	N	N	N	N	Y	N	2/ 1, 00 0 sf.	1.25/ bay	see sectio n 32- 218
Utilities, Community/Regi onal	MajS	MajS	N	N	N	N	MajS	MajS	N	1/ 1, 00 0 sf.	1 vehic le	see sectio n 32- 219
Warehousing	N	N	N	N	MinS €	N	Y	Y	N	1/ 2, 00 0 sf.	1.5/b ay	see sectio n 32- 220
<i>Special Uses</i>												
Adult Establishments	N	N	N	N	N	N	N	MajS	N	se e se cti on 03 .3 53	None	see sectio n 03.35 3
Designated Group Development	N	N	N	N	L	L	L	L	L	1/ 20 0 sf.	1/25, 000 sf.	see sectio n 32- 329

Electronic gaming operation	N	N	N	N	N	N	N	MajS	N	See section 32-234		See section 32-234
General Aviation Airports	N	N	N	N	N	N	N	MajS	N	special study	special study	see section 32-221
Private Landing Strips	N	MajS	N	N	N	N	N	MajS	N	none	none	see section 32-221(c)
Wireless Support Structures and/or Substantial Modification of Wireless Support Structures	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	See article IX	none	see article IX
Wireless Collocations and/or Eligible Facilities Requests	L	L	L	L	L	L	L	L	L	See article IX	none	See article IX
<i>Temporary Uses</i>												
Commercial Temporary Outdoor Sales	Y	Y	N	N	Y	Y	Y	Y	Y	Y	none	

										e w		
Concrete/Asphalt Batch Plant	N	N	N	N	N	N	L	L	N	sp ec ial st ud y	1/veh icle	see sectio n 32- 227
Contractor's Office	MajS	MajS	N	N	L	L	L	L	N	1/ 20 0 sf.	none	see sectio n 32- 228
Dog Agility Competition	L	L	L	L	L	L	L	L	L	1/ 3 att en de e	none	See sectio n 32- 238
Farmstand	Y	Y	N	N	Y	Y	Y	Y	N	8 sp ac es	none	
Mobile Homes as Office and/or Exhibition	L	L	L	L	L	L	Y	Y	L	1/ ve hi cle	none	see sectio n 32- 229
Hardship Mobile Home	MinS E	MinS E	MinS E	MinS E	N	N	N	N	N	1/ du	none	see sectio n 32- 230
Public-Interest Event	L	L	L	L	L	L	L	L	L	1/ 3 att en de	1/veh icle	see sectio n 32- 231

pursuant to this Chapter or other applicable local development regulation or any State law delegated to the local government for enforcement purposes in lieu of the State is undertaken in substantial violation of any State or local law, or in a manner that endangers life or property, staff may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped. The order shall be in writing, directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefor, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail. The person or persons delivering the stop work order shall certify to the local government that the order was delivered and that certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1112 and G.S. 160D-1208, a stop work order may be appealed pursuant to G.S. 160D-405. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.

Sec. 32-1281. - Definitions.

- (12) The term "comprehensive plan" means the comprehensive plan of the county. It includes all maps, charts and explanatory materials adopted on **October 15, 2018** ~~July 12, 1999~~ and subsequent amendments.

Sec. 32-1302. - Agricultural uses.

- (a) (1) *Bona fide farms purposes* (NAICS 111, 112, part and 11142). Bona fide farm uses include crop production and animal production, and agritourism defined by N.C.G.S. **160D-903** ~~153A-340~~. Following shall constitute sufficient evidence for classification as a bona fide farm:

Sec. 32-1309. - Special uses.

- (b) *Event center* means a venue which hosts weddings, receptions, birthday parties, fundraising events for non-profits, family or class reunions, and church gatherings and is situated upon a parcel of land upon which bona fide farming activities are taking place (not including agritourism as defined by N.C.G.S. **160D-903** ~~153A-340~~).

Vested right means the right to undertake and complete the development and use of property under the terms and conditions of an approval secured as specified in G.S. 160D-108 or under common law.

Zoning map amendment or rezoning means an amendment to a zoning regulation for the purpose of changing the zoning district that is applied to a specified property or properties. The term also includes (i) the initial application of zoning when land is added to the territorial jurisdiction of a local government that has previously adopted zoning regulations and (ii) the application of an overlay zoning district or a conditional zoning district. The term does not include (i) the initial adoption of a zoning map by a local government, (ii) the repeal of a zoning map and readoption of a new zoning map for the entire planning and development regulation jurisdiction, or (iii) updating the zoning map to incorporate amendments to the names of zoning districts made by zoning text amendments where there are no changes in the boundaries of the zoning district or land uses permitted in the district.

Zoning regulation means a zoning regulation authorized by Article 7 of G.S. 160D.

SECTION 2. Should any provision of this Ordinance amendment be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall have no effect to the validity of the Granville County, North Carolina Land Development Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3. This Ordinance shall take effect and be in force upon the date and time of adoption.

SECTION 4. This Ordinance duly adopted by the Board of Commissioners of the County of Granville, North Carolina, this the 19th day of April, 2021.

Sue Hinman, Chair
Board of Commissioners of Granville County, North
Carolina

Attest:

Debra Weary, Clerk to the Board of Commissioners of Granville County, North Carolina



Zoning Vicinity Map

Z-2-2021

Aiman and Mary Botros by
Attorney Lori Dutra, Applicant,
Parcel with frontage on east side of
US Hwy 15 at the intersection of
US Hwy 15 and Chewing Road.

Legend

- Streets
- 05.05.2021
- City Limits

Zoning January 2019

ZONECODE

- AR-40
- AR-80
- ASE-CZ
- BUTNER PLANNING AND ZONING AREA
- CREEDMOOR PLANNING AND ZONING AREA
- HB
- I-1
- I-2
- MHPD
- NB
- O-I
- OXFORD PLANNING AND ZONING AREA
- R-25
- STEM PLANNING AND ZONING AREA
- STOVALL PLANNING AND ZONING AREA
- ZONING CONTROLLED BY THE STATE





Granville County

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

To: Board of Commissioners
From: Barry Baker
Department: Planning
Date: June 21, 2021

Title: **Major Special Use Application**

PURPOSE:

The purpose of the quasi-judicial hearing is to hear public comments on the following major special use application:

BACKGROUND:

Major Special Use Application

SU-2-2021 Lee Taylor of Baker Donelson on behalf of Cellco Partnership d/b/a Verizon Wireless, Applicant, property off of Henry Wilson Road
Lee Taylor of Baker Donelson on behalf of Cellco Partnership d/b/a Verizon Wireless is requesting a major special use permit to place a 199' concealed monopine monopole wireless communication tower with a fenced equipment compound on property owned by David and Gayle Cheek. The property is located off of Henry Wilson Road. The property is zoned Agricultural Residential 40 (AR-40). The property that the wireless communication tower would be located on is specifically identified as tax parcel map number #191604614446.

Attachments include: (1) Copy of Cityscape Review and Opinion dated 6-1-21; (2) Copy of Major Special Use Application and Site Plan (Hard Copy of Application and Site Plan and Additional Support Material in notebook); (3) Copy of Written Voluntary Conditions for Verizon Wireless Site #301011 signed by applicant; (4) Copy of Statement of Compliance with Granville County Zoning Ordinance; (5) Copy of

Section 32-1101 of the Granville County Land Development Code (LDC); and (6) Copy of vicinity map prepared by zoning staff.

RECOMMENDATION:

Hold quasi-judicial hearing on major special use application on June 21, 2021.

ATTACHMENTS:

CityScape Review and Opinion dated 6-1-2021
Major Special Use Application and Site Plan (Hard Copy of Application and Site Plan and Additional Support Material in notebook)
Written Voluntary Conditions for Verizon Wireless Site #301011 signed by applicant
Statement of Compliance with Granville County Zoning Ordinance
Section 32-1101 of the Granville County Land Development Code (LDC)
Vicinity Map prepared by zoning staff

ACTION TAKEN:

**Telecommunications Site Review
County of Granville, North Carolina
New Wireless Structure**

CityScape
CONSULTANTS, INC.
2423 South Orange Avenue, #317
Orlando, Florida 32806
Tel: 877.438.2851

June 1, 2021

Mr. Barry Baker, Planning Director
Granville County Planning & Zoning Department
122 Williamsboro Street
Oxford, North Carolina 27565

APPLICANT/PROVIDER: Verizon Wireless
SITE ID: Verizon # 301011 "Goldfish"
ADDRESS: 3142 Henry Wilson Road, Oxford, NC 27312
LATITUDE: 36° 23' 17.59" N **LONGITUDE:** 78° 36' 13.93" W
ASRN: 1315613

Dear Mr. Baker,

At your request, on behalf of Granville County, North Carolina, CityScape Consultants, in its capacity as telecommunications consultant for the County, has considered the merits of an application submitted by Cellco Partnership, d/b/a Verizon Wireless ("Verizon") or ("Applicant"), to construct a new one hundred ninety-nine (199) foot concealed *monopole*, specifically a "monopine.". The tower itself will be a 195-foot structure, topped by a four-foot lightning rod, increasing the overall height to 199 feet above ground. The tower will serve as the antenna supporting structure for Verizon, and is also intended to support the antennas of five (5) additional wireless providers (collocators) for a total of six (6) wireless service providers. As stated by the Applicant, the new facility is intended to expand capacity and fill in a coverage gap in the area around Hwy 15 between the communities of Stovall and Lewis. The underlying property is owned by David and Gail Cheek, and is located at 3142 Henry Wilson Road, Oxford, NC 27312, see *Figures 1 and 2*.

The proposal has been evaluated from the following perspectives:

- Whether the proposed facility, as specified, is justified due to technological reasons and is essential for the Applicant to provide its telecommunications service; and,
- Whether the proposed facility will follow the guidelines of the Telecommunications Act of 1996, the Granville County Ordinance and all other pertinent State and Federal rules and regulations.

The Applicant proposes a new wireless tower which would improve service along a four to five mile stretch of US Highway 15 and improve coverage in residential areas in the Town of Oxford and east of Highway 15 into the Town of Salem. The monopine would be built to support the antennas and equipment of five additional carriers, which is *more than enough* to accommodate likely collocators. Future collocators could be expected at this site, being that there is a lack of tall communications towers in this part of the County; nevertheless there are only



Telecommunications Site Review New Wireless Structure

three carriers providing service in Granville County other than Verizon – AT&T, T-Mobile/Sprint and US Cellular, a total of four carriers. Dish Network is in the process of building its 5G network, but it may be several years before they build in the rural areas of the County.

According to the submitted plans, the Applicant will install nine (9) antennas, three (3) per sector, which will be mounted on antenna sector mounts (three antennas per mount) attached to the monopine. The antennas' center of radiation will be 190 feet above ground, see *Figure 3*. Also, Remote Radio Units will be installed on the sector mounts, but CityScape could not ascertain the number of units. The ground compound is sufficiently sized to accommodate additional wireless equipment of several other carriers, with additional room for emergency generators, see *Figure 4*.

For a new wireless communications facility to be justified, its need, location and height must be addressed. The application proposes to construct a new one hundred ninety-five (195) foot *monopine* tower (199 feet to top of lightning rod). The Applicant stated, and CityScape has confirmed, that the County-owned property to the southwest of the proposed site which is a landfill is unusable at this time because the County will not entertain a proposal to build a tower there. Also, the County owns a 0.95 acre parcel along the east side of Highway 15, east of the proposed site. This parcel is just outside Verizon's search ring, see *Figure 5*¹.

The Applicant provided "before" and "after" coverage maps in the Application, see *Figures 6 and 7*. The proposed Verizon facility is needed to fill in a service gap, shown in *Figure 6*. Being that this gap exists between the two nearest existing macro sites five miles north and five miles southwest of the proposed site, the proposed antenna height of 190 feet is justified in this case. In the "before" map, it can be seen that there are substantial "white areas" where the RSRP signal level is predicted to be less than -105 dBm, the level needed for reliable LTE outdoor coverage (red regions on the propagation map). The level needed for in-vehicle LTE coverage is about -95 dBm (yellow on the propagation map) and in-building coverage is represented by -85 dBm (green). The "before" map shows that there is almost no signal service above outdoor coverage in the target area. As can be seen by the "after" map, substantial improvement in the coverage gap would be made in all three situations.

The Applicant supplied a letter of compliance with FCC rules regarding interference by the proposed facility to other radio services, see *Figure 8*. Also provided was a letter of compliance with FCC human Radio Frequency energy exposure standards, see *Figure 9*.

According to the construction plans, the monopine will be located at least 307 feet from the nearest property line (to the east). The tower manufacturer has provided a letter from its structural Licensed Professional Engineer stating that the tower is designed to fall within a 199-

¹ The search ring provided by Verizon was replotted in *Figure 5* to show greater and clearer detail.



**Telecommunications Site Review
New Wireless Structure**

foot radius. Thus, the proposal meets the setback distance equal to the height of the tower. The engineer also stated that the monopine will be built to support the equipment of six (6) carriers.

The Federal Aviation Administration (FAA) Determination of No Hazard (DNH) to airspace navigation submitted by the applicant (Exhibit 13 of the Application) specifies a 235-foot tower at the proposed monopine location; furthermore, the DNH contains a condition that the structure is to be marked and lighted as per FAA requirements. Either this is an error or the height was revised to 199 feet after the fact. At any height above 200 feet, and in some cases at heights below that, a structure would have to be equipped with aviation obstruction lights. CityScape ran an FAA notification screening for 199 feet using the FCC's TOWAIR application and it indicated that notification to the FAA would not be required at that height, and thus no aviation obstruction lighting and marking would be required. However, a favorable finding by TOWAIR is not conclusive. The Applicant should submit an FAA Determination of No Hazard at 199 feet stating that no lighting and marking are required. The FCC registration for the structure should also be revised for 199 feet.

The Applicant has provided a reasonable justification for the use of a sixth priority site as per Section 32-572 of the County's Telecommunications Ordinance (concealed freestanding wireless support structure on non-county-owned property). A more detailed explanation is provided in Appendix A.

For the reasons specified in this report, it is our opinion that: the proposed facility is required because of generally accepted and adequately demonstrated technological reasons and is essential in order for the Applicant to provide satisfactory existing communications service and alleviate a service coverage gap.

Accordingly, the Application for construction of a new wireless facility by Verizon Wireless has met the requirements of the Granville County Ordinance, and State and Federal statutes, and is technically justified. Should the County approve the Application, the following permitting conditions are recommended:

1. The Applicant shall provide a final set of Construction Drawings; and,
2. The Applicant shall provide the necessary NEPA and SHPO documentation; and,
3. The Applicant shall submit a new Determination of No Hazard from the FAA for a structure height of 199 feet above ground, stating that the structure does not require aviation obstruction marking and lighting; and;
4. The monopine shall utilize a denser faux branch configuration and antenna "socks" to make the pole and antennas visually blend with the surroundings; and,

Verizon Wireless
Site Name: Goldfish
June 1, 2021
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**Telecommunications Site Review
New Wireless Structure**

5. All equipment feed lines shall be routed inside the monopine and all entry ports on the monopine shall be sealed to prevent wildlife intrusion.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Benjamin Evans", written in a cursive style.

B. Benjamin Evans
Senior Project Engineer
CityScape Consultants, Inc.

Verizon Wireless
Site Name: Goldfish
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**Telecommunications Site Review
New Wireless Structure**

Appendix A



**Telecommunications Site Review
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**NEW WIRELESS TOWER REQUIREMENTS, FINDINGS OF FACT, AND
CITYSCAPE'S RESPONSES TO APPLICANT'S EVIDENCE**

Re: Proposed Verizon Monopine at 3142 Henry Wilson Road, Oxford, NC

Priority Siting

In order to grant a special use permit to construct a new freestanding wireless support structure, the Board must find that the applicant demonstrated why a site of a higher priority was not selected. In order to find that the applicant demonstrated why a site of higher priority was not selected, the applicant must have demonstrated to the satisfaction of this board the reason or reasons why such a permit should be granted for the proposed site and the hardships that would be incurred by the applicant if the permit were not granted for the proposed site.

The above-referenced eight orders of priority for constructing a new wireless support structure are set out in Ordinance §32-572(a) as follows:

- (1) Attached concealed antenna onto an existing structure;
- (2) Collocated antenna on existing freestanding wireless support structures;
- (3) Attached nonconcealed antenna onto an existing structure;
- (4) Freestanding wireless support structures on a site with an existing wireless support structures or tall structure;
- (5) Concealed freestanding wireless support structures on county-owned property;
- (6) Concealed freestanding wireless support structures on other property in the county;
- (7) Nonconcealed freestanding wireless support structures on county-owned property;
- (8) Nonconcealed freestanding wireless support structures on other property in the county.

Applicant's Evidence to Support Finding, from Affidavit of Verizon RF Engineer, Exhibit 11, and separate unsworn letter from the same RF engineer, Exhibit 12: The following is from the affidavit: "[T]here are no existing structures, approved towers, or feasible county-owned property within the search ring of the proposed tower [Page 4 of Exhibit 7]. The proposed tower is needed to provide coverage along Hwy 15 between the towns of Stovall and Lewis. The only alternative site location that is a higher priority per the Granville County Ordinance is the county owned property to the west of Hwy 15 on [6584] Landfill Rd. [near Oxford] that is currently utilized as a county landfill. Historically Verizon Wireless has not been able to finalize the



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building of towers on landfills due to environmental risks and concerns already existing at the sites. In addition, the manager of the landfill does not have an available location for a tower which would not impede operations of the landfill. Therefore, co-location or building upon county property is not possible and construction of the new Goldfish tower is necessary." The following is from the Exhibit 12 letter: "We have conducted an extensive engineering study of this area to search and find the best location for an existing communications facility in order to provide capacity and coverage in this area. The proposed Goldfish tower with a proposed antenna height of 190 feet is needed to provide the necessary coverage and capacity in this area. Verizon has a bona fide need to build and operate this communication facility in order to provide the necessary level of service in this area."

CityScape's Response: The Applicant proposes a monopine on private property, Number Six in the order of siting priority ("Concealed freestanding wireless support structures on other property in the county"). The search ring map provided by Verizon depicts a slightly distorted circle of a half mile radius. The proposed tower site is approximately in the center of the ring. The RF Engineer's affidavit states there are no existing towers, sites approved for towers nor feasible county-owned property within the search ring. CityScape has confirmed this and has furthermore searched tower database records and found no record of a tower within two miles of the proposed site. The county landfill referred to is about 1.4 miles southwest of the proposed monopine site, placing it well beyond the search ring and farther from Highway 15, Verizon's primary coverage goal. The Applicant did inquire about the landfill site, but the County declined to entertain a proposal to build a tower at that location because it would disrupt the traffic flow of trucks moving in and out of the landfill. There is another County property in the area, a one-acre parcel along the east side of Highway 15, east of the proposed site. Although not mentioned in the Application, this location appears to be just outside Verizon's search ring. Based on the information in the Application and that which otherwise is available to CityScape, we believe the Applicant has justified a sixth-level priority site.

Security of the Wireless Facility

The Board must find that "[a]ll wireless support structures shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically as follows:

(1) All antennas, towers and other supporting structures, including guy wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or run into; and

(2) Transmitters and telecommunications control points must be installed in a manner to be readily accessible only to persons authorized to operate or service them."

Applicant's Evidence to Support Finding, from Page 2 of Exhibit 1: "Agreed and acknowledged. The tower base will be surrounded by an 8' chain-link fence with and additional 3 strands of barbed wire on top. Please see page C3.5 of Exhibit 3A – Construction Drawings."



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CityScape's Response: The fence and 12-foot wide locked gate proposed by the Applicant is standard for wireless towers and is effective for keeping intruders away from the tower, antennas and transmitting equipment, yet provides ready access to those authorized to operate and service them. The strands of barbed wire are angled 45 degrees outward to prevent an intruder from scaling them. Other deterrents available but not mentioned by the Applicant are an alarm system with motion sensor, surveillance camera and motion-activated lighting, and the use of privacy slats woven into the chain link fence fabric to make the fence more difficult to climb. CityScape believes the fencing proposed by Applicant satisfies the requirements of Section. 32-573 of the County Ordinance.

Signage

The Board must find that the wireless support structures shall contain a sign no larger than four square feet to provide adequate notification to persons in the immediate area of the presence of an antenna that has transmission capabilities. The sign shall contain the name(s) of the owner(s) and operator(s) of the facility, an emergency phone number(s), and FCC registration number, if applicable. The sign shall be on the equipment shelter or shed of the applicant and be visible from the access point of the site and must identify the equipment shelter of the applicant. The sign shall not be lighted unless the board shall have allowed such lighting or unless applicable provisions of law require such lighting. No other signage, including advertising, shall be permitted on any wireless support structure, unless required by law.

Applicant's Evidence to Support Finding, from Page 2 of Exhibit 1: "Agreed and acknowledged. Please see page C3.7 of Exhibit 3A – Construction Drawings."

CityScape's Response: According to the Construction Drawings, Applicant proposes no shed or shelter on the ground compound to mount signs onto; large weatherproof equipment cabinets will be mounted on concrete pads and smaller equipment will be mounted on an H-frame, which is a common configuration for newer wireless facilities. The Applicant proposes to post signs on the gate as shown in Sheet C3.7 of Exhibit 3A. The green "Information" sign required by the ordinance and proposed by the Applicant can accommodate all the information required under the ordinance, including the FCC registration number. The drawing shows a separate sign for the FCC registration number, but the registration number could be placed on the "Information" sign instead. This "Information" sign is less than four square feet. Other signage is proposed by Applicant², a few of which, if not mandated by law, are nonetheless strongly encouraged to promote safety. None are of an advertising nature. The drawing shows two RF exposure signs posted, but CityScape believes only the blue "Notice" sign would be sufficient to comply with FCC rules regarding RF signage due to the fact that RF exposure levels at ground level at the site will be far below FCC maximum permitted levels. Also, posting more than one category of RF exposure signage at the same location would tend to confuse the reader. The

² Applicant's fence drawing shows a "No Trespassing" sign but it is not shown to be posted on the gate. At a typical wireless facility, a sign such as this would be mounted on a U-channel sign post that is driven into the ground alongside the drive access.



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notice sign addressed to personnel authorized to work at the facility, in CityScape's opinion, is necessary for the safety of the workers. In addition to the signage discussed, a "Warning – High Voltage – Keep Out" sign is recommended. CityScape believes that the Applicant's signage, augmented by our recommendations, will follow the intent of the ordinance and promote the safety of workers and the public. To more fully comply with the ordinance, the signs may need to be attached to one or more equipment cabinets, if possible.

Access to Site

The Board must find that the wireless support structure site, as proposed, will have an access road, turn around space, and parking sufficient to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and vegetation cutting. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.

Applicant's Evidence to Support Finding, from Page 2 of Exhibit 1: "Agreed and acknowledged. Please see page C4.0 of Exhibit 3A – Construction Drawings."

CityScape's Response: CityScape is only able to address what is shown in the Construction Drawings. The access road to the wireless facility will, for the most part, incorporate the paved driveway that already exists at the property. The existing road comes as close as 185 feet to the proposed parking area next to the facility. Applicant proposes to lay a gravel driveway along this remaining distance, branching off from the existing road and leading up to the facility parking area. The proposed site plans include parking for up to four vehicles including a turnaround area, both of which will also be gravel. CityScape concludes that the requirements of the ordinance for road access, turnaround and parking would be met by the proposal.

Setbacks

The Board must find that the proposed wireless support structure shall be set back from abutting property lines and recorded rights-of-way by the following distances: a distance equal to the height of the wireless support structure or broadcast facility tower or structure or use breakpoint technology as provided for in subsection 32-579(8)a. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

Applicant's Evidence to Support Finding, from Page 3 of Exhibit 1: "Agreed and acknowledged. The proposed 195' with 4' lightning rod (199' to highest appurtenance) monopine tower will be set back greater than 307' from the nearest property line."

CityScape's Response: From Sheet C2.1 of Exhibit 3A – Construction Drawings, CityScape has confirmed that the proposed location of the monopine is at least 307 feet from the

Verizon Wireless
Site Name: Goldfish
June 1, 2021
Page 10



**Telecommunications Site Review
New Wireless Structure**

property line to the east of the site. Since this distance exceeds the proposed height of the monopine, the ordained setback is met without the need for breakpoint design of the monopine. Therefore, CityScape agrees this Finding of Fact is supported.

Verizon Wireless
Site Name: Goldfish
June 1, 2021
Page 11



Telecommunications Site Review New Wireless Structure

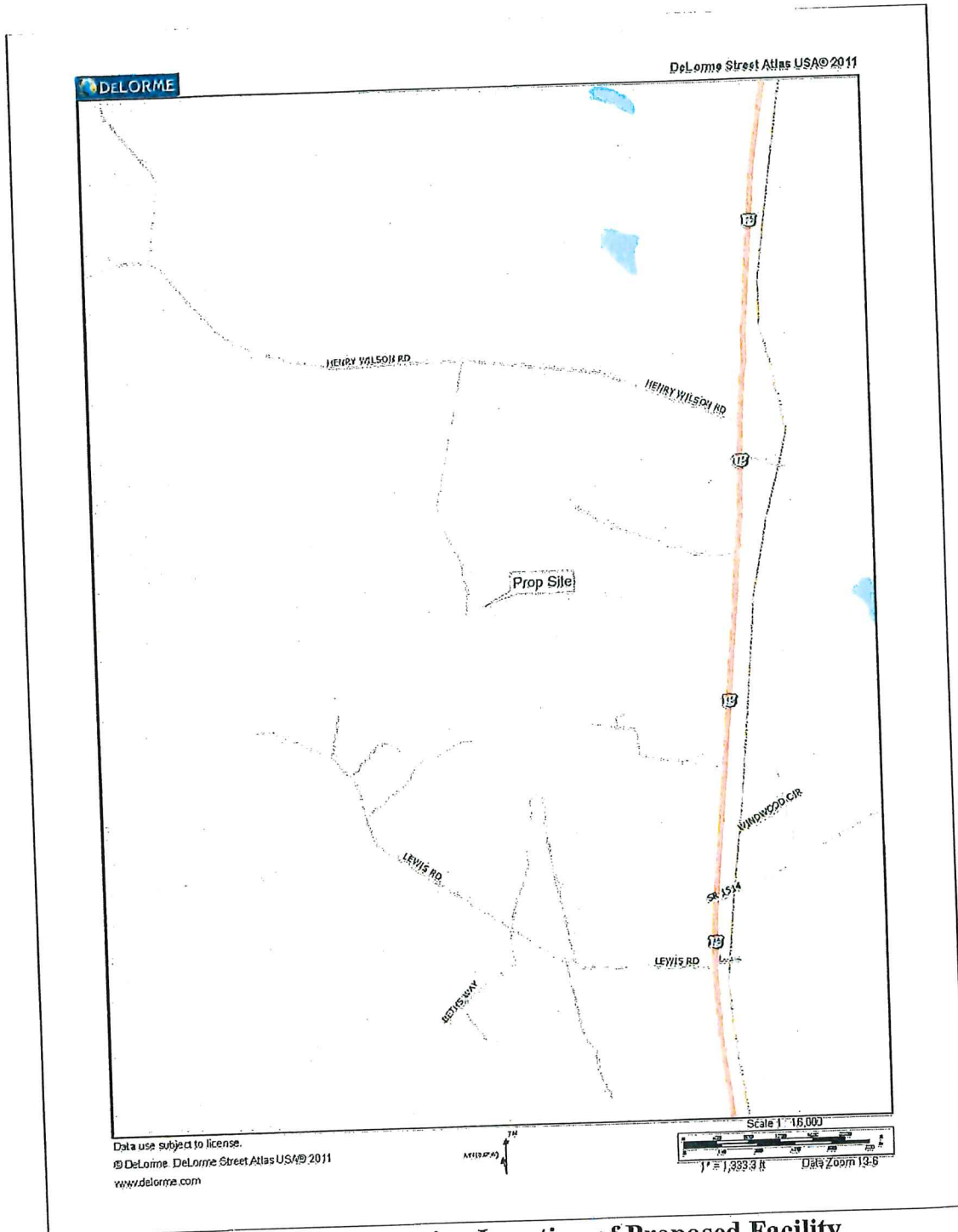


Figure 1 – Map showing Location of Proposed Facility

Verizon Wireless
Site Name: Goldfish
June 1, 2021
Page 12

CityScape
Consultants, Inc.
**Telecommunications Site Review
New Wireless Structure**

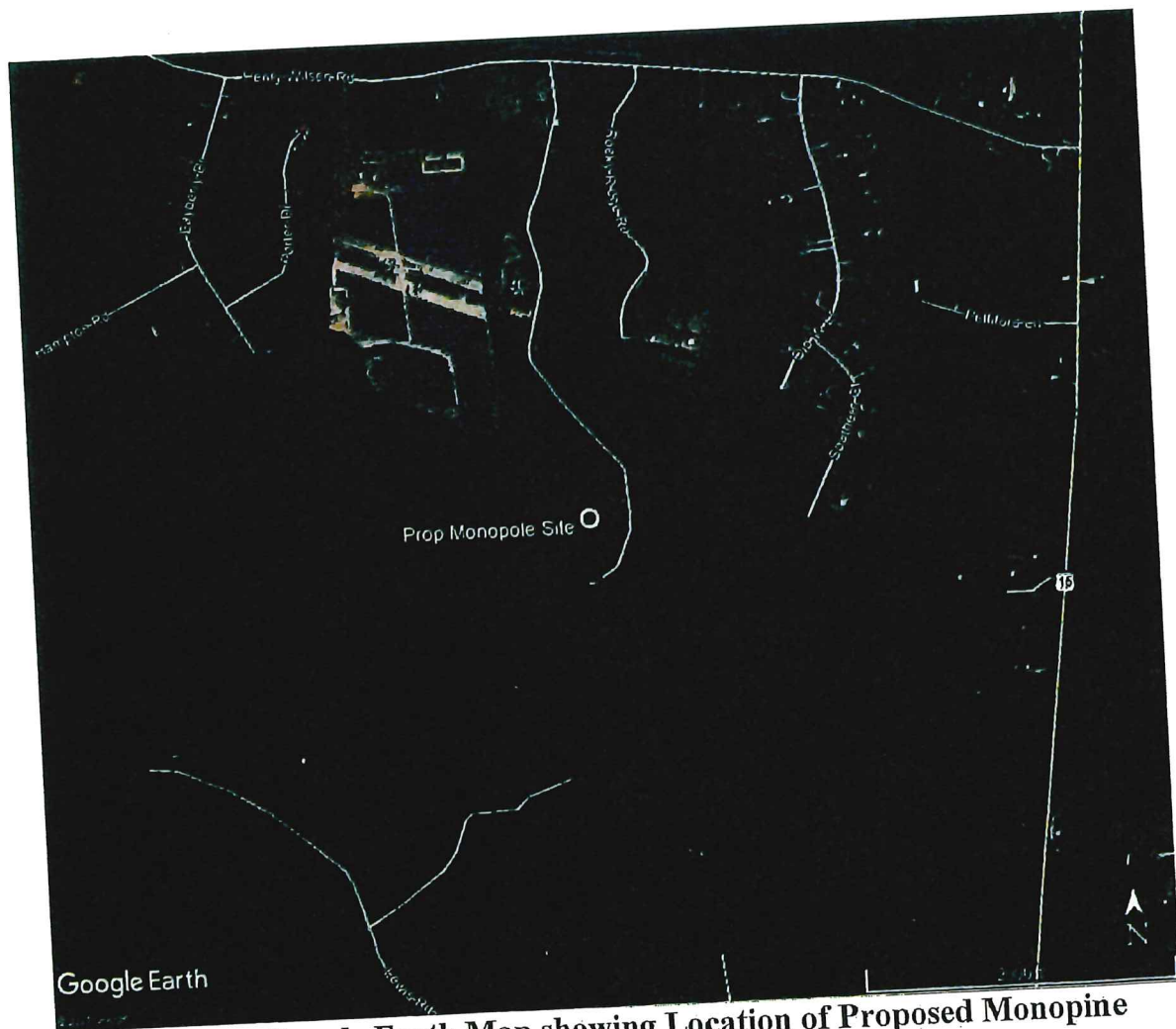


Figure 2 – Google Earth Map showing Location of Proposed Monopine

**Telecommunications Site Review
New Wireless Structure**

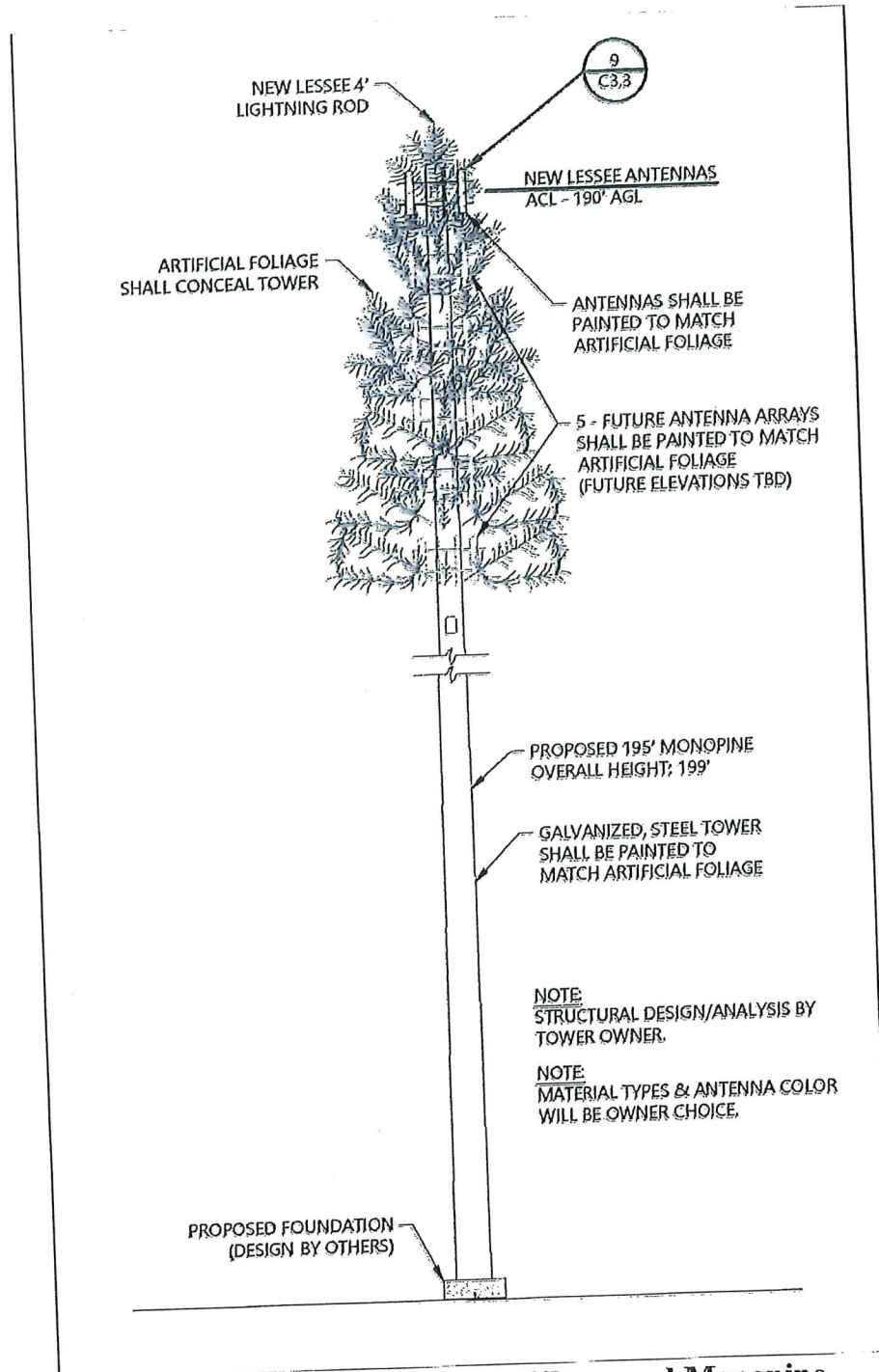


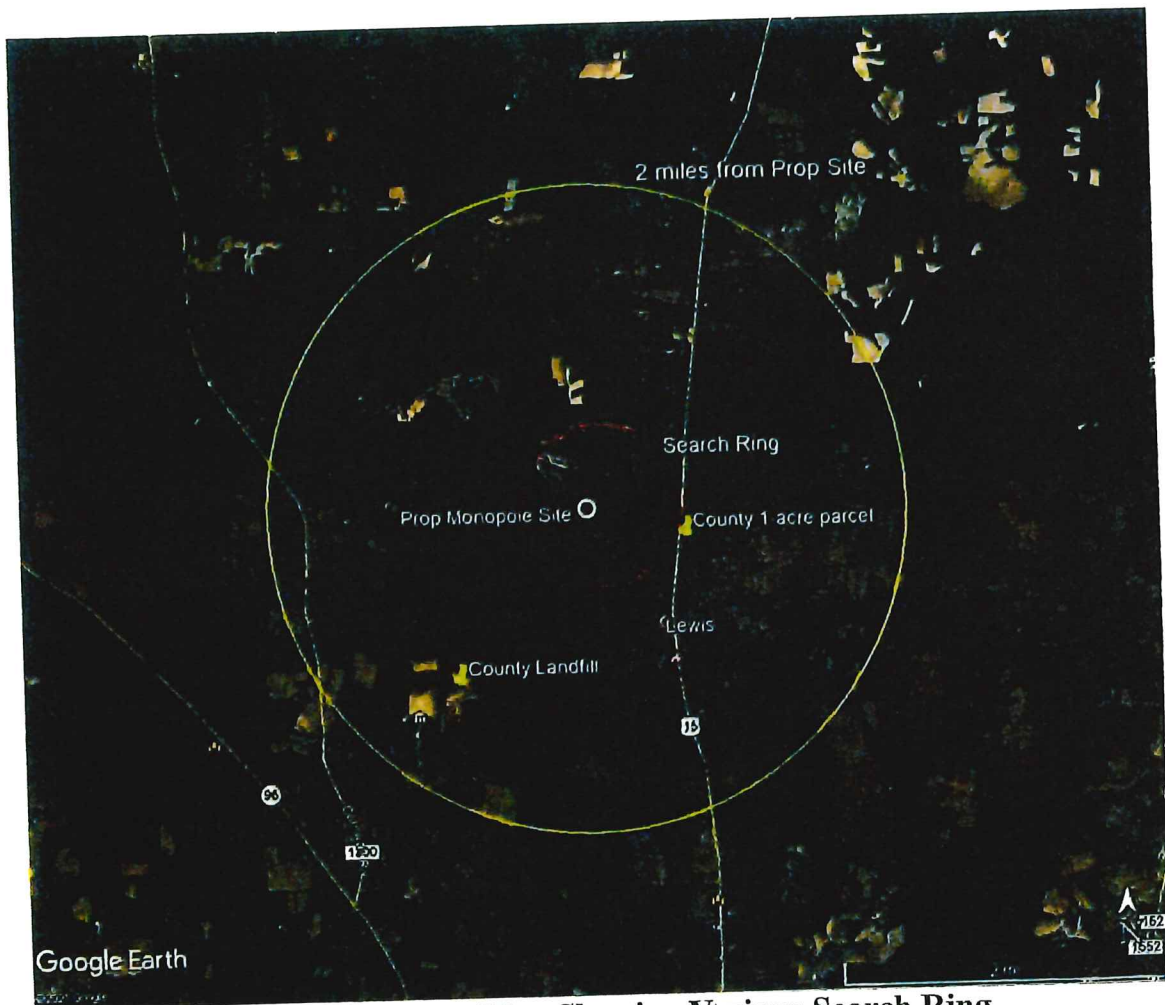
Figure 3 – Elevation Sketch of Proposed Monopine



CityScape
Consultants, Inc.

[illegible]

Figure 4 – Proposed Wireless Facility Ground Layout



**Figure 5 – Google Map Showing Verizon Search Ring
& Nearest County-Owned Lands**

The search ring shown above (in red) is an approximation of the search ring submitted by Verizon, Exhibit 7, Page 4 of the Application. The County Landfill is well beyond the search ring, and the other County site to the east is near the edge of the ring, just outside of it. The landfill site cannot be used because the County declined to allow the use of the site for a tower. CityScape found no existing structures suitable for a wireless facility within two miles of the proposed location (yellow circle).

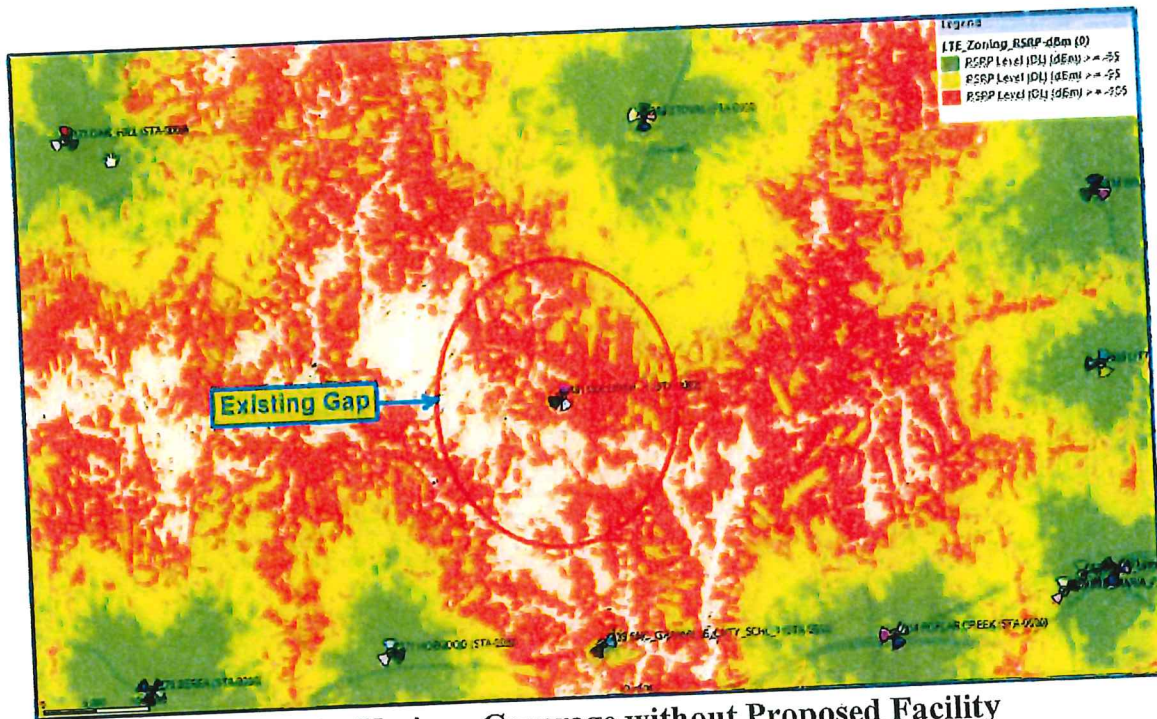


Figure 6 – Verizon Coverage without Proposed Facility

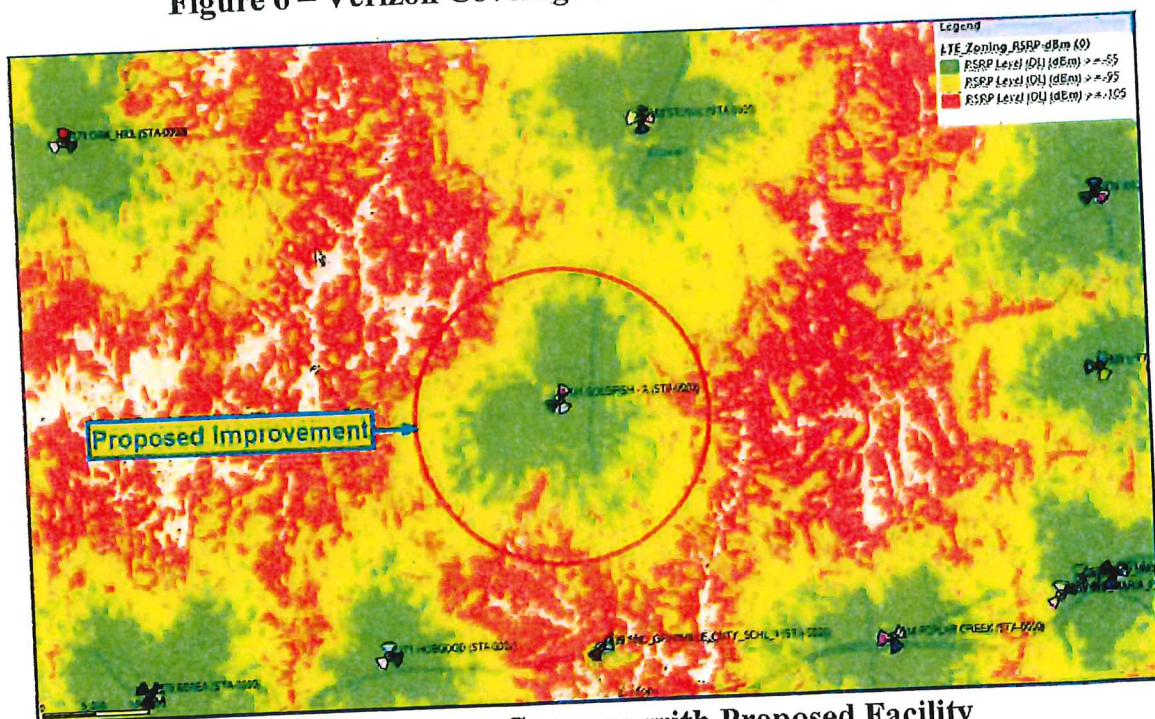


Figure 7 – Verizon Coverage with Proposed Facility



Telecommunications Site Review
New Wireless Structure

verizon

RE: Verizon – Goldfish
Granville, NC

This is in response to your request to Verizon Wireless concerning interference to your existing telecommunications devices and services related to our proposed facilities. Verizon Wireless provides Commercial Mobile Radio Services ("CMRS") under licenses granted by the Federal Communications Commission ("FCC"). Pursuant to these licenses, Verizon Wireless is authorized to provide CMRS and operate a CMRS network in many geographic areas throughout the nation, including Granville NC.

The FCC exclusively regulates all technical aspects of Verizon Wireless' operations and network and preempts all state and local regulation of radio frequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference.

The above noted proposed Verizon Wireless facility is in compliance with all applicable FCC requirements. The following points cover Verizon Wireless' practices pertinent to complying with the FCC requirements:

1. Verizon Wireless locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All operating hardware at the site is type-accepted by the FCC as far as emission levels within our licensed frequency band in addition to spurious emissions outside of our frequency band.
3. The power levels generated by the base station hardware and corresponding effective radiated power (ERP) from the transmit antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), Part 27 (for 700 MHz or AWS) or Part 101 (for microwave) of the Commission's Rules.

Verizon Wireless is committed to providing state of the art wireless services that benefit your community. If you have any questions please feel free to contact me.

In the unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation.

Sincerely,
Verizon Wireless

Kelly Quate

Kelly Quate

Figure 8 – Letter of Compliance with FCC Interference Rules

Verizon Wireless
Site Name: Goldfish
June 1, 2021
Page 18



Telecommunications Site Review
New Wireless Structure



March 2, 2021

To: Whom it make concern
Transmitted via email to fhunter@bakardonelson.com
RE: Verizon Wireless Macro Site Located at: 3144 Henry Wilson Rd, Granville, NC 27565

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Kelly Quate	Kelly.quate@verizonwireless.com	704-574-5273

Sincerely,

Asif Rafiq
Manager-RF System Design
Verizon Wireless

Figure 9 – Letter of Compliance with FCC RF Exposure Rules

Verizon Wireless
Site Name: Goldfish
June 1, 2021
Page 19



Telecommunications Site Review
New Wireless Structure



March 4, 2021

J. Nick Beim
Construction Engineer
Verizon Wireless
3651 Junction Blvd
Raleigh, NC 27603

RE: Proposed 195' Sabre Monopole (199' overall) for Goldfish, NC

Dear Mr. Beim,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 113 mph without ice and 30 mph with 1" ice, Structure Class II, Exposure Category C and Topographic Category 3, with Crest Height = 90', in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G Addendum 2 "Structural Standard for Antenna Supporting Structures and Antennas" to support six (6) wireless carriers.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries. This would effectively result in a fall radius of less than 199' at ground level.**

Sincerely,

Robert E. Beacom, P.E., S.E.
Engineering Supervisor



Sabre Industries, Inc. • 7101 Southbridge Drive • Sioux City, IA 51111
P: 712-258 6690 F: 712-279 0814 W: www.SabreIndustries.com

Figure 10 – Structural Letter



RECEIVED
MAY 6 2021

COUNTY OF GRANVILLE, NORTH CAROLINA

122 Williamsboro Street • Post Office Box 877 • Oxford, North Carolina 27565

OFFICE OF THE COUNTY PLANNING DEPARTMENT
(919) 603-1331

MAJOR SPECIAL USE PERMIT APPLICATION

Date: 05/04/2021

Applicant: Lee Taylor of Baker Donelson on behalf of Celco Partnership d/b/a Verizon Wireless;
Joshua Rotenstreich of Teague Rotenstreich Stanaland Fox & Holt (Local Counsel)
Telephone: 615-726-5757 Address: 1600 West End Avenue, Suite 2000, Nashville, TN 37203
Property Owner: David and Gayle Cheek Telephone: 919-690-8016
Address: 3144 Henry Wilson Rd., Oxford, NC 27565

1. Application is hereby made for permission to: construct a 195' monopine with a 4' lightning rod (199' to highest appurtenance)
wireless telecommunications tower and related facilities
2. The building or land is located: at 3142 Henry Wilson Rd., Oxford, NC 27565;
Parcel No. 191604614446
3. The intended use of the building, structure, or land would be a major special use Wireless Support Structure in the AR-40 District and is described as follows: A 195' (199' to highest appurtenance) monopine wireless telecommunications tower and related facilities
4. Please provide the following information: (attach additional sheets if necessary)
 - a. Please list all specific conditions applicable to the proposed use as required in Article III of this Chapter. Indicate whether the condition will be met, and if so, how. The proposed use is permitted as long as a special use permit is approved.
 - b. Please identify and explain the size, location, and condition of all access roads, entrances, and exits as they relate to automotive and pedestrian safety, convenience, traffic flow, control, and access in case of fire or other emergency. Please see Construction Drawings included at Exhibit 3A which show the location, size, and condition of all access roads
 - c. Please identify the number, size, and locations of parking, loading, refuse, and other service areas. Please explain how these items will not have a negative impact on the safety, convenience, and access in emergency. Please identify any negative economic impacts, glare, odor, or other impacts on adjoining properties and explain what steps you will take to minimize these effects. There will be a 25' x 60' gravel turn around area outside of the fenced compound to be utilized during maintenance of the tower. Other than routine maintenance, the tower will be unmanned and will cause minimal interruptions to surrounding properties.

Approved with the following conditions: _____

Date

Chairman, Board of Commissioners

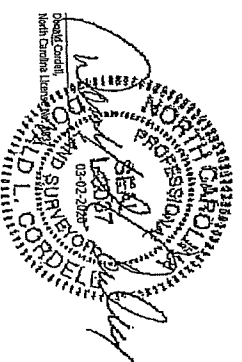
Major Special Use Permit #

SURVEYOR'S NOTES:

1. NORTH ORIENTATION: North Carolina State Plane Coordinate System, NAD 83 (CORS), determined by GPS Survey
2. ELEVATION DATUM: NAVD88, relative to Continuously Operating Reference Station (CORS) Benchmark as noted hereon. Onsite benchmark is as shown hereon
3. This is a Tower Site Survey, made on the ground under the supervision of a Registered Land Surveyor. Date of field survey is 12-31-2019
4. Instruments Used: Topcon GTS 212 and Prism, Topcon Hipertite Plus GPS, TDS Nomad and/or Carlson Surveyor Data Collector.
5. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the centerline of the tower are accurate to within ± 15 feet horizontally and to within ± 3 feet vertically (FAA Accuracy Code 1A).
6. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class B Survey. Field traverse did not require adjustment.
7. Improvements (Utilities, Buildings, Trees, Fences, etc) not located, unless specifically shown hereon in the vicinity of surveyed property.
8. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown.
9. This survey was conducted for the purpose of a Tower Site Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity. Survey as published is not intended to be suitable for recording as a Subdivision Plat.
10. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
11. This survey is not valid without the original signature and the original seal of a State-Licensed Land Surveyor, and is not complete without all sheets.
12. This survey does not constitute a complete boundary survey of the Parent Tract, or adjoining parcels.
13. Title Examination was not available at time of Survey.
14. FLOOD ZONE DATA: By graphic plotting only, Lessee's Premises and Easement(s) appear to lie within ZONE "X" per F.E.M.A Flood Insurance Rate Map Community Panel No.37201905001 dated 04/16/2007. Zone X: Areas of Minimal Flood Hazard.

SURVEYOR'S CERTIFICATION:

To: Celco Partnership, d/b/a Verizon Wireless.
I, Donald Cordell, certify that this project was completed under my direct and responsible charge from an actual Ground Survey made under my supervision.



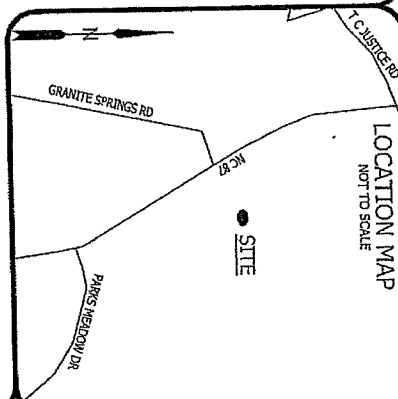
PROPOSED TOWER DATA

Latitude: 36° 23' 17.59" NORTH
Longitude: 78° 36' 13.93" WEST
Ground Elevation: 586.3 feet AMSL NAVD88
CORS Benchmark: DMS529 NCWR

SURVEY RELEASE DATA

#	DETAILS	DATE	DRAWN	APP
0	Original Survey Issue	03-02-2020	DLH	DLC

LOCATION MAP NOT TO SCALE



LEGEND

- IRON ROD FOUND (AS NOTED)
- SITE BENCHMARK
- UTILITY POLE
- FIBEROPTIC MARKER
- GUY ANCHOR
- TELECOM JUNCTION
- R/W, ROW RIGHT-OF-WAY
- A.U. ACCESS/UTILITY
- ESMT EASEMENT
- POB POINT OF BEGINNING
- Sq Ft SQUARE FEET

- MARKED US ELECTRICAL
- PAVEMENT EDGE
- UNPAVED ROAD EDGE
- FENCE
- STORMWATER PIPE
- DITCH
- TREE LINE
- 5' CONTOURS
- 1' CONTOURS
- DEED LINE
- TAX PARCEL BOUNDARY (PER PLATS)
- EXISTING EASEMENT
- ACCESS/UTILITY ESMT
- LESSEE'S PREMISES

TOWER SITE SURVEY

SITE NAME:

GOLDFISH

Location Code: 301011

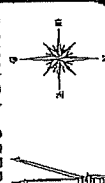
Henry Wilson Road, Oxford, NC 27312

verizon

PREPARED FOR

CELCO PARTNERSHIP
d/b/a Verizon Wireless

DONALD L. CORD
Professional Land Sur
2867 Camp Creek Road
Oxford, NC 27306
(828) 464-7258
NC License No: L-3037

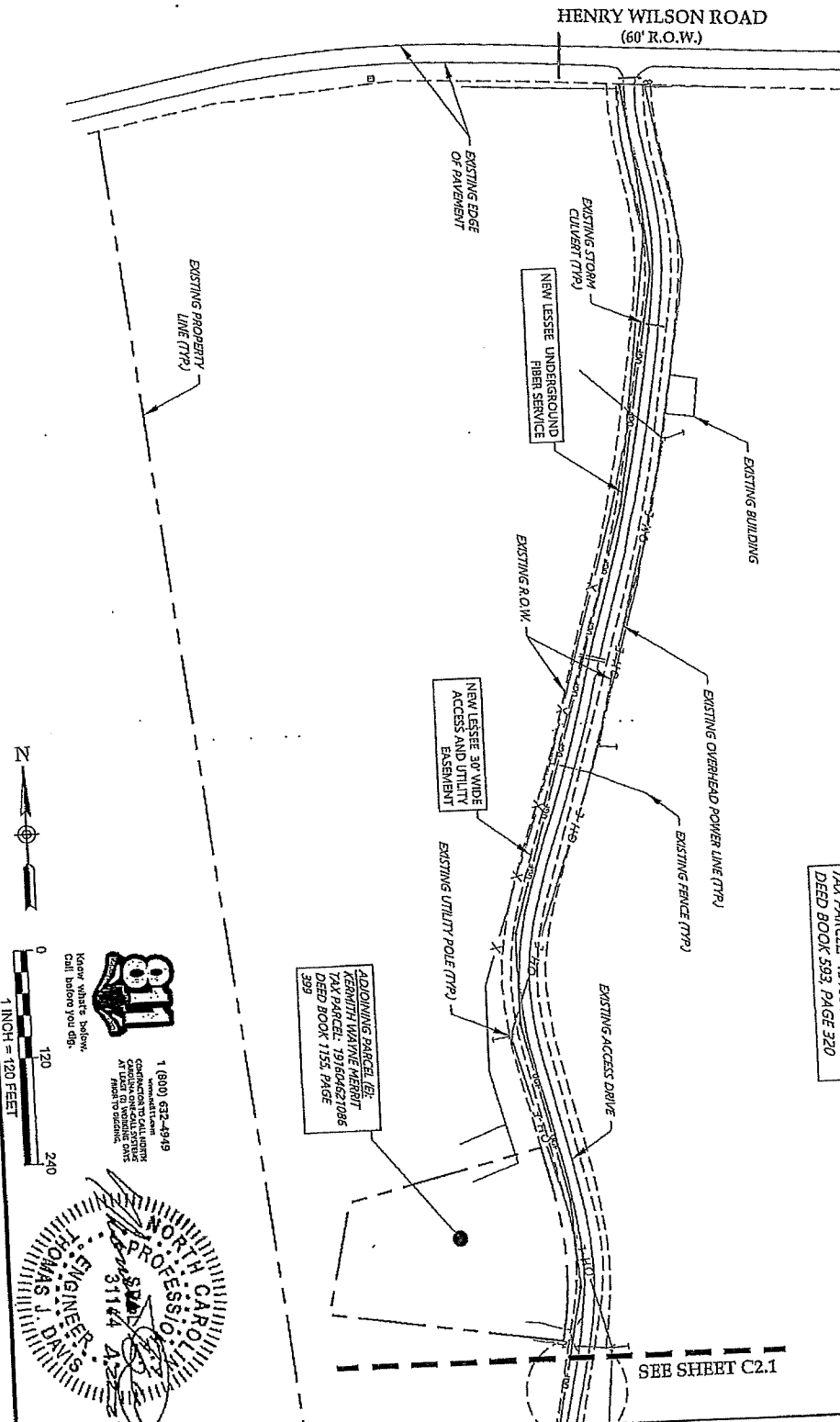


COVER SHEET

SHEET 1 OF 1

ISSUE NO.: 0
ISSUE DATE: 03-02-20
SEE ISSUE LIST, SHEET
DRAWN BY: DLH
CHECKED BY: TJS
APPROVED BY: DLC

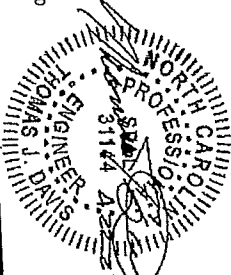
- NOTES:
1. THIS DRAWING IS BASED ON A SITE SURVEY BY DONALD CORDELL, DATED 3/2/2020. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. THE PROPOSED SITE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
 3. FOR GENERAL SITE WORK NOTES, SEE SHEET C1.1.
 4. ALL NORTH ARROWS ON THE SITE PLANS ARE TRUE NORTH UNLESS OTHERWISE NOTED.
 - 5.



18

Know what's below.
Call before you dig.

1 (800) 632-4949
UNIVERSAL TRAIL
CONNECTION TO CALL BEFORE
YOU DIG
AT LEAST 48 HOURS BEFORE
ANY EXCAVATION OR
PUNCTURING OF THE GROUND.



OVERALL SITE LAYOUT PLAN					RAW LAND GOLDFISH OXFORD, GRANVILLE COUNTY, NC 27565		
NO.	DATE	DESCRIPTION	BY	CHK	APV		
04/22/21	FINAL CD'S		LMK	PP	TJD		
03/04/21	FINAL CD'S		LMK	PP	TJD		
12/24/20	FINAL CD'S		LMK	PP	TJD		
11/16/20	FINAL CD'S		LMK	PP	TJD		
05/28/20	FINAL CD'S		GMG				

VERIZON LOCATION NO. 301011
SOME PROJECT NO. 414320006
SHEET NO. C2.0

LESSEE

RAW LAND
GOLDFISH
OXFORD, GRANVILLE COUNTY, NC 27565

LANDSCAPE BUFFER TABLE

BOTANICAL NAME	COMMON NAME	HEIGHT	SPACING	QUANTITY
Ilex cornuta - Dwarf holly	DWARF BURNING HOLLY	4'-0"	4'-0" O.C.	77
Thuja occidentalis - Emerald	EMERALD ARBORVITAE	6'-0"	5'-0" O.C.	37

PLANT MATERIALS USED SHALL BE IN COMPLIANCE WITH THE LOCAL LANDSCAPE ORDINANCE

Know what's below. Call before you dig.

1 (800) 632-4869

CONTRACTOR TO CALL 800 NUMBER AT LEAST 10 WORKING DAYS PRIOR TO DIGGING.

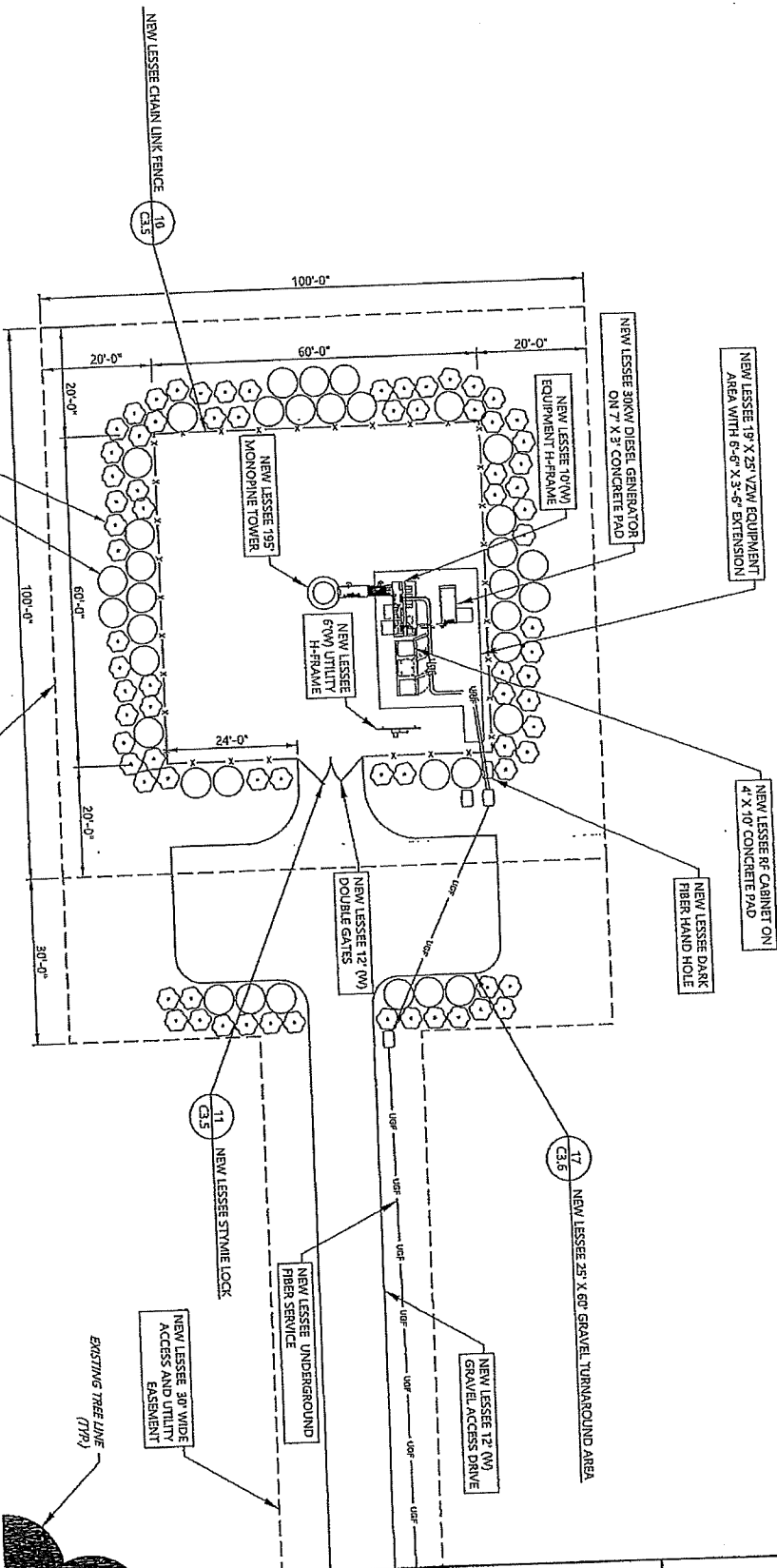
1 INCH = 20 FEET

THOMAS J. DAVIS, ENGINEER

3114 A-22-21

VERIZON PROJECT NO. 414320008

SHEET NO. C2.2



SITE LAYOUT PLAN

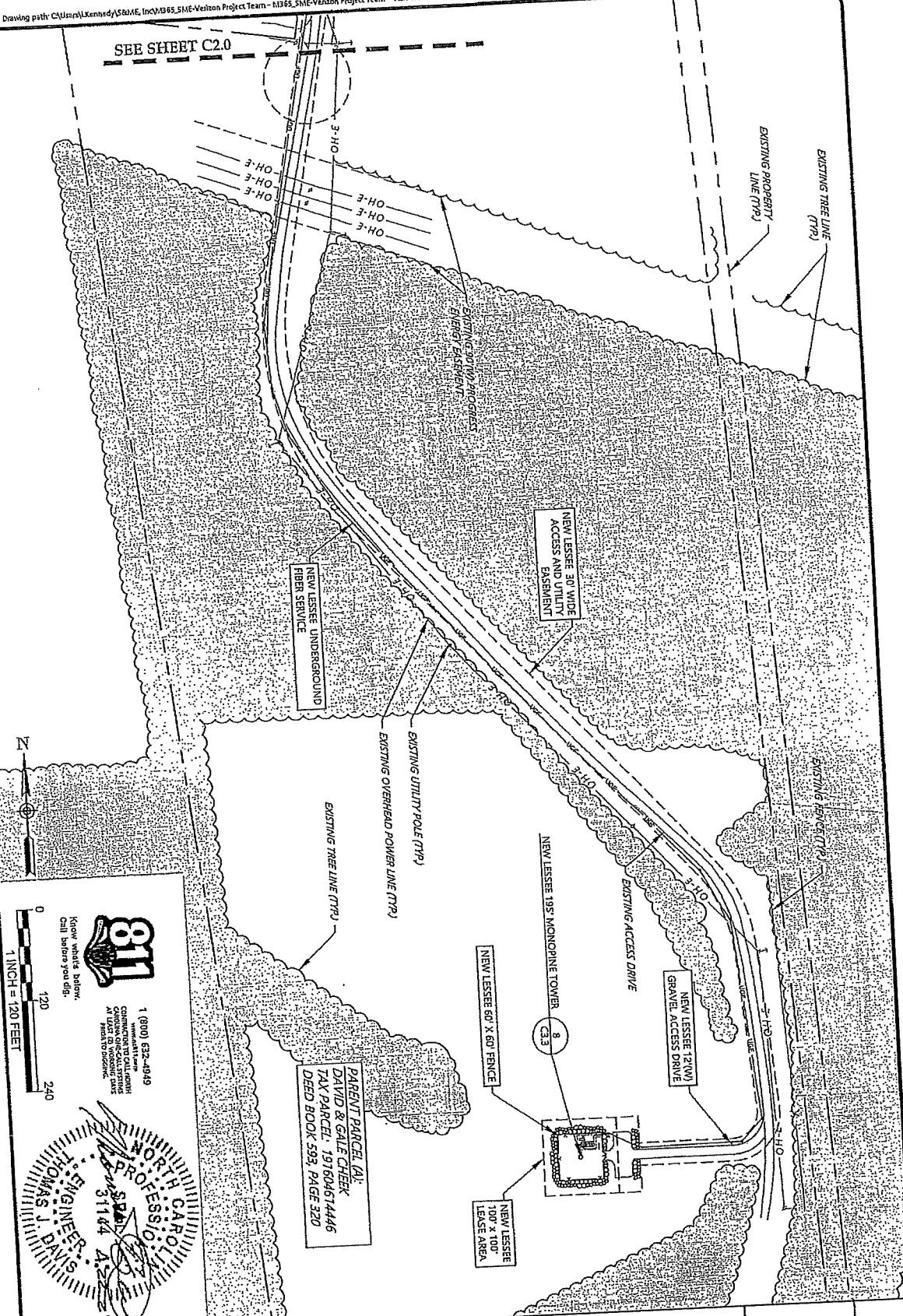
RAW LAND
GOLDFISH
OXFORD, GRANVILLE COUNTY, NC 27565

NO.	DATE	DESCRIPTION	BY	CHK	APV
1	04/22/21	FINAL CD'S	LMK	PP	TJD
2	03/04/21	FINAL CD'S	LMK	PP	TJD
3	12/24/20	FINAL CD'S	LMK	PP	TJD
4	11/16/20	FINAL CD'S	LMK	PP	TJD
5	05/28/20	FINAL CD'S	GMG		

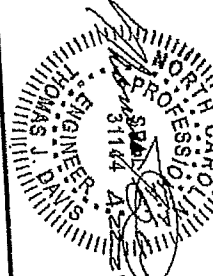
LESSEE



SEE SHEET C2.0



811
Know what's below.
Call before you dig.
1 (800) 832-4849
CONNECTION TO CALL CENTER
AVAILABLE 24 HOURS A DAY
AT 1-800-832-4849
RESULTS TO DISCUSS.



OVERALL SITE LAYOUT PLAN

RAW LAND
GOLDFISH
GRAHAM COUNTY, NC 27565

SHEET NO.	VERIZON LOCATION	DATE	DESCRIPTION	STATUS	REVISION
C2.1	301011	04/22/21	FINAL CD'S	LMK	TJD
		03/04/21	FINAL CD'S	LMK	PP
		12/24/20	FINAL CD'S	LMK	PP
		11/16/20	FINAL CD'S	LMK	PP

LESSEE

Voluntary Conditions for Verizon Wireless Site #301011

Major Special Use Permit Application

In Granville County, NC

Conditions:

1. Applicant shall provide a final set of construction drawings prior to permitting.
2. Applicant shall provide the necessary NEPA and SHPO documentation prior to permitting.
3. Applicant shall submit a new Determination of No Hazard from the FAA for a structure height of 199 feet above ground, stating that the structure does not require aviation obstruction marking and lighting prior to permitting.
4. The monopine shall utilize a denser faux branch configuration and antenna "socks" to make the pole and antennas visually blend with the surroundings.
5. All equipment feed lines shall be routed inside the monopine and all entry ports on the monopine shall be sealed to prevent wildlife intrusion.

Applicant hereby voluntarily accepts the stated conditions for the major special use permit application for a new monopine wireless tower for Verizon Wireless (Verizon Wireless Site #301011), and will abide by said conditions concerning the major special use application.

W. Weytoom
Applicant

6/3/21
Date

State of Tennessee
County of Davidson

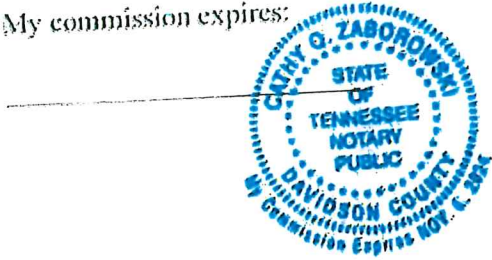
I, Christy Zahnowski, a Notary Public in and for said State and County, do hereby certify that W. Weytoom personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 3rd day of June, 2021



Notary Public

My commission expires:



STATEMENT OF COMPLIANCE WITH THE GRANVILLE ZONING ORDINANCE

Cellco Partnership d/b/a Verizon Wireless Verizon Wireless is required to obtain a special use permit from the Board of Commissioners for a new one hundred ninety-five (195') foot monopine with a four (4') foot lightning rod (199' to highest appurtenance) wireless telecommunication facility and associated equipment structures pursuant to Article IX of the Granville County, NC Code of Ordinances. The proposed tower is located on property owned by David and Gayle Cheek. The proposed tower is located on Henry Wilson Road, which is zoned AR-40. Verizon Wireless respectfully requests that the proposed wireless telecommunications tower be approved for a special use permit. Verizon Wireless fully complies with the Wireless Telecommunications Requirements and Guidelines standards set forth in the Ordinance and respectfully requests that the special use permit be approved.

I. Sec. 32-572.

(a) Applicants for new wireless support structures shall locate, site, and erect wireless support structures in accordance with the following priorities, one being the highest priority and eight being the lowest priority:

- (1) Attached concealed antenna onto an existing structure;
- (2) Collocated antenna on existing freestanding wireless support structures;
- (3) Attached nonconcealed antenna onto an existing structure;
- (4) Freestanding wireless support structures on a site with an existing wireless support structures or tall structure;
- (5) Concealed freestanding wireless support structures on county-owned property;
- (6) Concealed freestanding wireless support structures on other property in the county;
- (7) Nonconcealed freestanding wireless support structures on county-owned property;
- (8) Nonconcealed freestanding wireless support structures on other property in the county.

(b) If the proposed property site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The applicant(s) seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the applicant if the permit were not granted for the proposed site.

(c) All new wireless support structures shall be subject to approval of a special use permit.

- Acknowledged and agreed. The targeted search area along Hwy 15 between the towns of Stovall and Lewis has no existing structures of sufficient height or existing wireless support structures which would provide adequate coverage area for the intended gap coverage. There is a county owned property just to the southwest of the targeted search area that is currently utilized as a county landfill. This property has slightly lower elevation than the currently proposed site and is

further west of Hwy 15 which is where the targeted gap coverage area is located. In addition, Verizon Wireless has rarely been able to finalize the building of towers on landfills in the past due to environmental risks and concerns already existing at such sites. Therefore, co-location or building upon county property is not possible and construction of the new concealed freestanding wireless support structure on other property within the county is required to meet the service coverage objective. For further evidence, please see enclosed Exhibits 6 – Propagation Maps, 11 – Inability to Collocate, and 12 – Network Objective Statement.

II. Sec. 32-573 – General requirements for all wireless support structures and broadcast facilities

(a) Security of wireless support structures. All wireless support structures shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically as follows:

- (1) All antennas, towers and other supporting structures, including guy wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or run into; and
- (2) Transmitters and telecommunications control points must be installed in a manner to be readily accessible only to persons authorized to operate or service them.
 - Agreed and acknowledged. The tower base will be surrounded by an 8' chain-link fence with and additional 3 strands of barbed wire on top. Please see page C3.5 of Exhibit 3A – Construction Drawings.

(b) *Signage.* Wireless support structures shall contain a sign no larger than four square feet to provide adequate notification to persons in the immediate area of the presence of an antenna that has transmission capabilities. The sign shall contain the name(s) of the owner(s) and operator(s) of the facility, an emergency phone number(s), and FCC registration number, if applicable. The sign shall be on the equipment shelter or shed of the applicant and be visible from the access point of the site and must identify the equipment shelter of the applicant. The sign shall not be lighted unless the board shall have allowed such lighting or unless applicable provisions of law require such lighting. No other signage, including advertising, shall be permitted on any wireless support structure, unless required by law.

- Agreed and acknowledged. Please see page C3.7 of Exhibit 3A – Construction Drawings.

(c) [Access.] At a wireless support structure site, an access road, turn around space, and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and vegetation cutting. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.

- Agreed and acknowledged. Please see page C4.0 of Exhibit 3A – Construction Drawings.

(d) [Setbacks.] All wireless support structures and broadcast facilities shall be set back from abutting property lines and recorded rights-of-way by the following distances: a distance equal to the height of the wireless support structure or broadcast facility tower or structure or use breakpoint technology as provided for in subsection 32-579(8)a. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

- Agreed and acknowledged. The proposed 195' with 4' lightning rod (199' to highest appurtenance) monopine tower will be set back greater than 307' from the nearest property line.

III. Sec. 32-576. – General wireless support structure or substantial modification of wireless support structures permit submittal requirements for nonbroadcast facilities.

- (1) An affidavit by a radio frequency engineer demonstrating compliance with section 32-571. If a lower ranking alternative is proposed the affidavit must address why higher ranked options are not technically feasible, practical or justified given the location of the proposed wireless communications facility.
 - Agreed and acknowledged. Please see Exhibit 11 – Inability to Collocate Statement and Exhibit 12 – Network Objective Statement signed by Liakat Ali Bhuiyan, RF Engineer for Verizon Wireless.
- (2) Proof that a property and/or wireless support structures owner's agent has appropriate authorization to act upon the owner's behalf (if applicable). A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards.
 - Agreed and acknowledged. Please see enclosed Exhibit 4 – Authorization to Act as Agent and Exhibit 14 – NIER Statement.
- (3) Name, address, email address, and phone number of the person preparing the report.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (4) Name, address and phone number of the property owner, operator, and applicant, to include the legal form of the applicant.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (5) Postal address and tax map parcel number of the property.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (6) Zoning district or designation in which the property is situated.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (7) Size of the property stated both in square feet and lot line dimensions, and a diagram showing the location of all lot lines.

- Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (8) Location of nearest residential structure.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (9) Location of nearest habitable structure.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (10) Location, size and height of all structures on the property which is the subject of the application.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (11) Location, size and height of all proposed and existing antennae and all appurtenant structures.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (12) Type, locations and dimensions of all proposed and existing landscaping and fencing.
 - Agreed and acknowledged. Verizon proposes to utilize existing vegetation as natural screening in lieu of planned landscaping. Please see enclosed Exhibit 3A – Construction Drawings.
- (13) The number, type and design of the wireless support structures proposed and the basis for the calculations of the wireless support structure's capacity to accommodate multiple collocations.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings, Exhibit 15A – Structural Certification Letter, and Exhibit 15B – Structural Analysis.
- (14) A description of the proposed wireless support structure and all related fixtures, structures, appurtenances and apparatus, including height above preexisting grade, materials, color and lighting.
 - Agreed and acknowledged. Please see enclosed Exhibit 3AA – Construction Drawings and Exhibit 3AB – Monopine Examples.
- (15) Statement that the proposed facility will comply with FCC rules regarding RF exposure to humans.
 - Agreed and acknowledged. Please see enclosed Exhibit 14B – RF Statement and Exhibit 14C – RF Exposure Safeguard Letter.
- (16) Statement that the proposed facility will comply with FCC rules on radio interference.
 - Agreed and acknowledged. Please see enclosed Exhibit 14A – NIER Statement.
- (17) Certification that a topographic and geomorphologic study and analysis has been conducted, and that taking into account the subsurface and substrata, and the proposed drainage plan, that the site is adequate to assure the stability of the proposed wireless support structure on the proposed site, though the certifying engineer need not be approved by the county.
 - Agreed and acknowledged. Please see enclosed Exhibit 17 – Geotechnical Engineering Report by Terracon.

- (18) Submit evaluation that collocation on an existing wireless support structure or structures within the applicant's search ring is not reasonably feasible because collocation is technically or commercially impractical or the owner of the existing wireless support structure or structures is unwilling to enter into a contract for such use at fair market value. Evaluation shall also include evidence that no existing or previously approved wireless support structure can reasonably be used for the wireless facility placement instead of the construction of a new wireless support structure, that residential, historic, and designated scenic areas cannot be served from outside the area, or that the proposed height of a new wireless support structure or initial wireless facility placement or a proposed height increase of a substantially modified wireless support structure, or replacement wireless support structure or collocation is necessary to provide the applicant's designed service.
- Agreed and acknowledged. Please see enclosed Exhibit 6- Propagation Maps evidencing the current need for increased service area along Hwy 15, and Exhibit 11 – Inability to Collocate and Exhibit 12 – Network Objective Statement evidencing Verizon Wireless' inability to collocate onto an existing tower or structure within the necessary service area.
- (19) Applicant shall disclose in writing any agreement in existence prior to submission of the application that would limit or preclude the ability of the applicant to share any new wireless support structure that it constructs.
- Agreed and acknowledged. The tower shall be constructed so that Verizon Wireless will collocate its own antennae array onto the tower at the proposed 190' centerline. There shall be 5 additional locations for other collocations. Please see Page C3.3 of enclosed Exhibit 3A – Construction Drawings.
- (20) A certification by a state-registered professional engineer that the structure complies with EIA/TIA 222 G (as amended).
- Agreed and acknowledged. Please see enclosed Exhibit 15A – Structural Certification Letter.

IV. Sec. 32-577. – General wireless support structure permit submittal requirements for broadcast facilities.

All applications for the construction or installation of a new wireless support structure for broadcast facilities shall be accompanied by a report containing the information hereinafter set forth. All documentation shall be submitted by persons so qualified. Such qualifications shall be included with the materials. Where this section calls for professional certification, such certification shall be by a qualified state-licensed professional engineer. In addition to the submittal requirements of any subsection below, each applicant for an antenna attachment, collocation, or new wireless support structure shall submit a completed application form and required application fees as part of its submittal package.

All new broadcast towers shall meet the following requirements:

- (1) Subject to approval of special use permit.

- Agreed and acknowledged.
- (2) Two site plans (drawn to scale) addressing all the development standards in article IV.
 - Agreed and acknowledged.
- (3) Technical data included in the report shall include the purpose of the proposed facility as described in the FCC construction permit application.
 - Agreed and acknowledged.
- (4) One original and two copies of a survey of the property completed by a registered professional engineer, licensed in the state, showing all existing uses, structures, and improvements.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (5) Six sets (24 inches × 36 inches) of signed and sealed site plans, including structure elevations, to include: landscape plans, maximum height of the proposed tower and/or antenna, including individual measurement of the base, the antenna support structure and lightning rod, and two reduced copies (8½ inches × 11 inches), of the foregoing preliminary grading plans may be included on site plans or separately submitted in equal quantities. The site plans shall identify adjacent land owners, land uses, height of principal building, size of lots, and existing zoning and land use designation.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (6) The site plan shall include: Deed book, and page and map book and page reference; name of project; scale, north arrow, vicinity map, zoning, watershed classification - percent coverage of lot to be impervious surface (if located in a designated watershed area) also delineate the location and classification of all major public or private streets and rights-of-way, driveways, public parking areas, pedestrian ways, trails and bikeways within 500 feet of property boundary, including zoning district boundaries, on a 24 inch × 36 inch sheet, together with a list of property owners within 2,500 feet of the subject property and keyed to the map. The list must be from the most current ownership information supplied by the county property appraiser's office, together with two sets of mailing labels for such property owners. Applicant will also provide a notarized certification letter stating the ownership list referenced herein is accurate to the best of the applicant's ability.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (7) Proof that a property and/or antenna support structure owner's agent has appropriate authorization to act upon the owner's behalf (if applicable). A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards regarding interference to other radio services. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the proposed facility, the replacement antenna complies with FCC standards regarding human exposure to RF energy.
 - Agreed and acknowledged. Please see enclosed Exhibit 14 – NIER Statement.

- (8) A stamped or sealed structural analysis of the proposed antenna support structure prepared by a registered professional engineer, licensed by the state, indicating the proposed and future loading capacity of the antenna support structure is compliant with EIA/TIA-222-G (as amended).
 - Agreed and acknowledged. Please see enclosed Exhibit 15A – Structural Certification Letter.
- (9) A written statement by a registered professional engineer, licensed by the state, specifying the design structural failure modes of the proposed facility, if applicable.
 - Not applicable.
- (10) A preapplication conference will be required for any new broadcast facility and/or support structure.
 - Agreed and acknowledged. A pre-application meeting was held on June 3, 2020 at 1:00 PM via WebEx.
- (11) Title report or American Land Title Association (A.L.T.A.) survey showing all easements on the subject property, together with a full legal description of the property.
 - Agreed and acknowledged. Please see enclosed Exhibit 3A – Construction Drawings.
- (12) Prior to issuance of a building permit, proof of FAA compliance with subpart C of the Federal Aviation Regulations, part 77, and "Objects Affecting Navigable Airspace," if applicable.
 - Agreed and acknowledged. Please see enclosed Exhibit 13 – FAA No Hazard Letter.

V. Sec. 32-578. – Overall policy and desired goals for special use permits for wireless support structures.

In order to ensure that the placement, construction, and modification of new wireless support structures protects the county's health, safety, public welfare, environmental features and other aspects of the quality of life specifically listed elsewhere in this article, the county board hereby adopts an overall policy with respect to a special use permit for new wireless support structures for the express purpose of achieving the following goals:

- (1) Implementing an application process for person(s) seeking a special use permit for a wireless support structure;
- (2) Establishing a policy for examining an application for and issuing a special use permit for wireless support structure that is both fair and consistent;
- (3) Establishing reasonable timeframes for granting or not granting a special use permit for a wireless support structure, or recertifying or not recertifying, or revoking the special use permit granted under this article;
- (4) Requiring and encouraging, wherever possible, the sharing and/or collocation of wireless support structure among service providers;
- (5) Requiring the placement, height and quantity of wireless support structure in such a manner as to minimize adverse aesthetic impacts to the land, property, buildings,

and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such wireless support structure.

- Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.

VI. Sec. 32-579. – special use permit applications for any wireless support structure requirements.

No person shall be permitted to site, place, build, construct or modify, or prepare any site for the placement or use of, wireless support structure as of the effective date of this article without having first obtained a special use permit for a wireless support structure. Notwithstanding anything to the contrary in this section, no special use permit shall be required for those exceptions noted in the definition of wireless support structures. All applicants for a special use permit and or any modification of such facility shall comply with the requirements set forth in this section.

- (1) There shall be a preapplication meeting. The purpose of the preapplication meeting will be to address issues that will help to expedite the review and permitting process. A preapplication meeting may also include a site visit if required.
 - Agreed and acknowledged. A pre-application meeting was held on June 3, 2020 at 1:00 PM via WebEx.
- (2) An applicant shall submit to the wireless ordinance administrator the number of completed applications determined to be needed at the preapplication meeting. Written notification of the application shall be provided to the legislative body of all adjacent municipalities within one mile of the proposed wireless support structure site.
 - Agreed and acknowledged.
- (3) Wireless support structure requiring a special use permit shall not be installed or constructed until the site plan is reviewed and approved by the board, and the special use permit has been issued.
 - Agreed and acknowledged.
- (4) An application for a special use permit for a wireless support structure shall be signed on behalf of the applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (5) The landowner, if different than the applicant, shall also sign the application. Any false or misleading statement in the application shall subject the applicant to denial of the application without further consideration or opportunity for correction.
 - Agreed and acknowledged. Please see enclosed Exhibit 2 – Special Use Permit Application.
- (6) It is intended that all new nonbroadcast wireless support structure be 199 feet or less in height. However, should a nonbroadcast wireless support structure be required in excess of 199 feet, under no circumstance shall any nonbroadcast wireless support structure exceed 300 feet. An applicant for new nonbroadcast wireless support

structure in excess of 199 feet must prove by preponderance of the evidence that the wireless support structure service area will be substantially compromised if constructed at 199 feet.

- Not applicable.

(7) Height for broadcast facilities shall be evaluated on a case-by-case basis; the determination of height contained in the applicant's FCC Form 351/352 construction permit or application for construction permit and an FAA determination of no hazard (FAA Form 7460/2) shall be considered prima facie evidence of the tower height required for such broadcast facilities.

- Agreed and acknowledged.

(8) Freestanding nonbroadcast towers and equipment compounds shall be subject to the setbacks described below for breakpoint technology:

- a. If the tower is constructed using breakpoint design technology (see section 32-571), the minimum setback distance shall be equal to 110 percent of the distance from the top of the structure to the breakpoint level of the structure, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer, licensed by the state, of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the monopole to the breakpoint) plus the minimum side or rear yard setback requirements for that zoning district);
 - b. If the tower is not constructed using breakpoint design technology, the minimum setback distance shall be equal to the height of the proposed tower.
- Agreed and acknowledged. The proposed setbacks will be greater than the height of the proposed tower and it will not employ breakpoint technology. Please see enclosed Exhibit 3A – Construction Drawings, Exhibit 15A – Engineer Certified Letter, and Exhibit 15B – Structural analysis.

(9) The board, in determining whether a wireless support structure is in harmony with the area or the effects and general compatibility of a telecommunications facilities with adjacent properties, may consider the aesthetic effect of the facility as well as mitigating factors concerning aesthetics, and may approve a height less than that being proposed or disapprove a facility on the grounds that such aesthetic effects are unacceptable. Factors relevant to aesthetic effects are: the protection of the view in sensitive or particularly scenic area and areas specially designated in adopted plans such as unique natural features, scenic roadways and historic sites; the concentration of wireless support structures in the proposed area; and whether the height, design, placement or other characteristics of the proposed facility could be modified to have a less intrusive visual impact.

- Agreed and acknowledged. The proposed tower will be a monopine design that will be engineered to blend into the surrounding existing forest and vegetation. Please see enclosed Exhibit 9 – Photo Simulations.

(10) All freestanding nonbroadcast wireless support structures up to 120 feet in height shall be engineered and constructed to accommodate no less than four antenna arrays. All nonbroadcast wireless support structures between 121 feet and 150 feet

shall be engineered and constructed to accommodate no less than five antenna arrays. All nonbroadcast wireless support structures between 151 feet and taller shall be engineered and constructed to accommodate no less than six antenna arrays.

- Agreed and acknowledged. The proposed tower will be able to accommodate a total of 6 antenna arrays. Please see enclosed Exhibit 3A – Construction Drawings.

(11) All utilities at a wireless support structures site shall be installed underground and in compliance with all ordinances, rules and regulations of the county, including specifically, but not limited to, the National Electrical Safety Code and the National Electrical Code where appropriate. The board may waive or vary the requirements of underground installation of utilities whenever, in the opinion of the board, such variance or waiver shall not be detrimental to the health, safety, general welfare and environment, including the visual and scenic characteristics of the area.

- Agreed and acknowledged. Please see enclosed Exhibit 16 – Underground Utilities Statement.

(12) Lighting on wireless support structures shall not exceed the Federal Aviation Administration (FAA) minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding property, consistent with FAA requirements.

- Agreed and acknowledged.

(13) The applicant shall, in a manner approved by the board, demonstrate and provide in writing and/or by drawing how it shall effectively screen from view its proposed wireless support structures base and all related facilities and structures.

- Agreed and acknowledged. The proposed tower will be a monopine design that will be engineered to blend into the surrounding existing forest and vegetation. In addition, the tower will be surrounded by mature vegetation to remain on the property to screen the tower and base station from major right of ways and surrounding properties. Please see enclosed Exhibit 3A – Construction Drawings and Exhibit 9 – Photo Simulations.

(14) The applicant shall furnish written certification by a professional engineer, licensed in the state, that the telecommunications facility, foundation and attachments are designed and will be constructed to meet EIA/TIA 222 G (as amended) structural requirements for loads, including wind and ice loads for the specified number of collocations.

- Agreed and acknowledged. Please see enclosed Exhibit 15A – Structural Certification Letter.

(15) The applicant for a nonbroadcast wireless support structure shall submit a completed long form GCEDC and a completed visual addendum based on the results of the visual impact assessment noted below. The board may require submission of a more detailed visual analysis after submittal of required information. The scope of the required environmental and visual assessment will be reviewed at the preapplication meeting.

The applicant shall furnish a visual impact assessment which shall include:

- a. A "zone of visibility map" which shall be provided in order to determine locations where the tower may be seen.
- b. All wireless support structures shall contain a demonstration that the wireless support structure be sited so as to have the least adverse visual impact on the environment and its character, on existing vegetation, and on the properties in the area of the wireless support structures sites. New nonbroadcast freestanding wireless support structures shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture.
- c. Pictorial representations of "before and after" views from key viewpoints both inside and outside of the county as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided concerning the appropriate key sites at a preapplication meeting.
- d. Antennas shall be mounted on wireless support structures so as to present the smallest possible silhouette, profile, or cross-section, unless there is sufficient evidence such applications would prohibit the applicant from properly deploying the network. Preferred antenna mounting scenarios are, in order of descending preference:
 1. Wireless support structures that are a "unipole" or "concealed monopole" design with an internal antenna that is concealed from appearance with an external RF transparent skin or cover cylinder in shape;
 2. Panel external antennas flush-mounted against the wireless support structure;
 3. Compact dual-polarized antennas in a cylindrical unicell arrangement extending no more than two feet from the site of the supporting structure and mounted atop the tower;
 4. Antennas mounted at the end of the straight or curved davit arm or brackets extending from the sides of the tower;
 5. Antennas using mounts other than those listed in subsections 1—4. Above.
- e. Description of the visual impact of the tower base, guy wires (if applicable) and accessory buildings from abutting and adjacent properties and streets.
- f. All accessory or associated facilities shall maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of concealed or concealment technology as required by the county.
- g. Nonconcealed monopoles shall be of a galvanized finish, or painted with a rust-preventive coating of an appropriate color to harmonize with the surroundings as approved by the board, and shall be maintained in accordance with the requirements of this article.

- Agreed and acknowledged. Please see enclosed Exhibit 9 – Photo Simulations.
- (16) Applications not meeting the requirements stated herein or which are otherwise incomplete, shall be rejected by the ordinance administrator.
- Agreed and acknowledged.
- (17) Within 30 days after initial review of an application by the county's consultant, the applicant is required to hold a community meeting to present the proposed application for community comments at an afternoon or evening time, date and place of the applicant's choosing within the general area of the proposed wireless support structure. The applicant shall mail a notice of the community meeting to the owner of the property that is subject of the community meeting if the owner did not initiate the community meeting; and to the owners of all parcels of land abutting the parcel of land that is subject of the community meeting and shall place a public notice of the community meeting in the newspaper having general circulation in the county, published once a week for two consecutive weeks. Said notice shall be published the first time not less than ten days and not more than 25 days prior to the date established for the community meeting. Said notice shall be published the first time not less than ten days and not more than 25 days prior to the date established for the community meeting. The mailed notice must be deposited in the mail at least ten days, but no more than 25 days, prior to the date of the community meeting. The applicant shall place at the nearest point along the public road to the proposed facility site, a public notice sign of a minimum size [of] four feet by eight feet sign face or larger at least ten days, but no more than 25 days, prior to the community meeting giving notice on the location, date, time and purpose of the meeting.
- Agreed and acknowledged. A community meeting was held on November 4, 2020 at 7PM via Granville County's Zoom Platform. Notice letters of the meeting was mailed to the landowner and owners of all surrounding parcels on October 19, 2020 as evidenced by enclosed Exhibit 10A. Notice of the community meeting was also published in the Oxford Public Ledger and the Butner-Creedmoor News for two weeks prior to the meeting date as evidenced by enclosed Exhibit 10B. In addition, a sign providing notice of the community meeting was posted to the property on October 20, 2020 as evidenced by enclosed Exhibit 10C.
- (18) In order to better inform the public, in the case of a new nonbroadcast wireless support structure tower, the applicant shall prior to the community meeting on the application, hold a "balloon test" as follows:
- a. Applicant shall arrange to fly, or display, a minimum of a three-foot-diameter brightly colored balloon at the maximum height of the proposed new tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised twice by the applicant, with the first advertisement at least ten days prior to the balloon test (not

including date of first advertisement), and not earlier than 25 days prior the balloon test (not including first day of advertisement) in a newspaper with a general circulation in county and agreed to by the board.

- b. The applicant shall inform the board, in writing, of the dates and times of the test, at least 14 days in advance.
- c. The balloon shall be flown for at least four consecutive hours between 7:00 a.m. and 4:00 p.m. of the dates chosen. The primary date shall be on a weekend, but the second date, if needed, may be on a weekday.
- d. Prior to conducting the balloon test, an applicant shall place or have caused to be placed a sign four feet edge of the subject property informing the public of the date and time of the balloon test by the date of advertisement in the local newspaper and the purpose of the balloon test.

- Agreed and acknowledged. A balloon test was held on September 5, 2020. Notice of the balloon was emailed to the Board and mailed to the Town of Stovall as evidenced by enclosed Exhibit 8A. Notice of the balloon test was also published in the Oxford Public Ledger and the Butner-Creedmoor News for two weeks prior to the test date as evidenced by enclosed Exhibit 8B. In addition, a sign providing notice of the balloon test was posted to the property on August 26, 2020 as evidenced by enclosed Exhibit 8C.

(19) The applicant shall include a statement in writing:

- a. That the applicant's proposed wireless support structures shall be maintained in a safe manner, and in compliance with all conditions of the special use permit, without exception, unless specifically granted relief by the board in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable county, state and federal laws, rules, and regulations.
- b. That the construction of the wireless support structure is legally permissible, including, but not limited to the fact that the applicant is authorized to do business in the state.
- c. Any and all representations made by the applicant to the board, on the record, during the application process, whether written or verbal, shall be deemed a part of the application and may be relied upon in good faith by the board.

- Agreed and acknowledged.

(20) The board is the officially designated agency or body of the community to whom applications for a special use permit for a wireless support structure must be made, and that is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting, recertifying or not recertifying, or revoking special use permits for wireless support structures. The board may approve any site listed as a lower preference in section 32-572 provided that the board finds that the proposed site is in the best interest of the health, safety and welfare of the county and its inhabitants. The board may, at its discretion, request other official agencies of the county to evaluate and make recommendations to the board with respect to the granting or not granting, recertifying or not recertifying or revoking special use permits for wireless support structures.

- Agreed and acknowledged.
- (21) The county may conditionally approve a special use permit for wireless support structure on the provision of documentation prior to the issuance of a building permit establishing the existence of one or more parties, including the owner of the wireless support structure who intend to locate wireless facilities on the wireless support structure. The county shall not deny an initial land use or zoning permit based on such documentation. The county may condition a permit on a requirement to construct facilities within a reasonable period of time, which shall be no less than 24 months.
- Agreed and acknowledged.
- (22) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the board may disapprove an application for any of the following reasons:
- a. Conflict with safety and safety-related codes and requirements;
 - b. Conflict with traffic needs or traffic laws, or definitive plans for changes in traffic flow or traffic laws;
 - c. Conflict with the historic nature of a neighborhood or historical designations by the National Register of Historic Places;
 - d. The use or construction of wireless support structures which is contrary to an already stated purpose of a specific zoning or land use designation;
 - e. Presence of another approved wireless support structure application within the geographic search area;
 - f. Conflicts with the provisions of this article.
- Agreed and acknowledged.
- (23) A person who holds a special use permit for a wireless support structure shall construct, operate, maintain, repair, provide for removal of, modify or restore the permitted wireless support structure in strict compliance with all current applicable technical, safety and safety-related codes adopted by the county, state or United States, including, but not limited to, the most recent editions of the National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
- Agreed and acknowledged.
- (24) A holder of a special use permit granted under this article shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the county or other governmental entity or agency having jurisdiction over the applicant.
- Agreed and acknowledged.
- (25) The holder of a special use permit shall notify the county of any intended modification of a wireless support structure and shall apply to the county to modify, relocate or rebuild a wireless support structure.
- Agreed and acknowledged.

VII. Sec. 32-580. Retention of expert assistance and reimbursement by wireless support structure applicant.

The board or ordinance administrator may retain any consultant and/or expert necessary to assist the board or ordinance administrator in reviewing and evaluating the wireless support structure application, including antenna attachments, collocations and the construction and modification of the site, once permitted, and any requests for recertification.

- Agreed and acknowledged.

VIII Sec. 32-580.1 - Exceptions from a special use permit for wireless support structures.

All wireless support structures existing on or before the effective date of this article shall be allowed to continue as they presently exist, provided, however, that any modification to existing wireless support structures must comply with this article.

- Agreed and acknowledged.

IX Sec. 32-580.2 - Extent and parameters of special use permit for wireless support structures.

The extent and parameters of a special use permit for wireless support structures shall be as follows:

- (1) Such special use permit shall be nonexclusive;
- (2) Such special use permit may, following a hearing upon due prior notice to the applicant, be revoked, canceled, or terminated for a violation of the conditions and provisions of the special use permit for a wireless support structure or for a material violation of this article after prior written notice to the applicant and the holder of the special use permit.

- Agreed and acknowledged

X Sec. 32-580.3 - Application fee.

At the time that a person submits an application for a special use permit for a new wireless support structure, such person shall pay a nonrefundable application fee to the county. If the application is for an antenna collocation permit for collocating on an existing wireless support structure or other structure, where no increase in height of the wireless support structure or other structure is required, the nonrefundable fee shall be the amount approved by the board of commissioners under planning fee schedule for the county budget for that current year.

- Agreed and acknowledged.

XI Sec. 32-580.4 - Reservation of authority to inspect wireless support structures.

In order to verify that the holder of a special use permit and/or antenna collocation permit for wireless support structures and any and all lessees, renters and/or licensees of wireless support structures, place and construct such facilities, including wireless support structures and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws,

ordinances and regulations and other applicable requirements, the county may inspect all facets of said permit holder's, renter's, lessee's, or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and building or other structures constructed or located on the permitted site. The county shall set fees, payable to Granville County.

- Agreed and acknowledged.

XII Sec. 32-580.5 - Interference with public safety equipment.

In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each owner of an antenna, antenna array or applicant for a collocation shall agree in a written statement to the following:

- (1) Compliance with "good engineering practices" as defined by the FCC in its rules and regulations.
- (2) Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).
- (3) In the case of an application for collocated wireless facility, the applicant, together with the owner of the subject site, shall use their best efforts to provide a composite analysis of all users of the site to determine that the applicant's proposed facilities will not cause radio frequency interference with the county's public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to attempt to prevent such interference.
- (4) Whenever the county has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more antenna arrays, the following steps shall be taken:
 - a. The county shall provide notification to all wireless service providers operating in the county of possible interference with the public safety communications equipment, and upon such notifications, the owners shall use their best efforts to cooperate and coordinate with the county and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry—public safety "Best Practices Guide," released by the FCC in February 2001, including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations.
 - b. If any equipment owner fails to cooperate with the county in complying with the owner's obligations under this section or if the FCC makes a determination of radio frequency interference with the county public safety communications equipment, the owner who failed to cooperate and/or the owner of the equipment which caused the interference shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the county for all costs associated with ascertaining and resolving the interference, including, but not limited to, any engineering studies obtained by the county to determine the source of the interference. For the purposes of this subsection, failure to

cooperate shall include failure to initiate any response or action as described in the "Best Practices Guide" within 24 hours of county's notification.

- Agreed and acknowledged. Please see enclosed Exhibit 14 – NIER Statement.

XIII Sec. 32-580.6 – Fines

(a) In the event of a violation of this article or any special use permit or antenna collocation permit issued pursuant to this article, the board may impose and collect, and the holder of the special use permit or antenna collocation permit on wireless support structures shall pay to the county, fines or penalties as set forth below.

(b) A violation of this article is hereby declared to be an offense, punishable by a fine not exceeding \$350.00 or imprisonment for a period not to exceed six months, or both for conviction of a first offense; for conviction of a second offense both of which were committed within a period of five years, punishable by a fine not less than \$350.00 nor more than \$700.00 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense all of which were committed within a period of five years, punishable by a fine not less than \$700.00 nor more than \$1,000.00 or imprisonment for a period not to exceed six months, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this article or of such ordinance or regulation shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violations shall constitute a separate additional violation.

(c) Notwithstanding anything in this article, the holder of the special use permit or antenna collocation permit on wireless support structures may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with this article or any section of this article. An attempt to do so shall subject the holder of the special use permit or antenna collocation permit to termination and revocation of the special use permit or antenna collocation permit. The county may also seek injunctive relief to prevent the continued violation of this article, without limiting other remedies available to the county.

- Agreed and acknowledged.

XIV Sec. 32-580.7 - Default and/or revocation.

(a) If wireless support structures are repaired, rebuilt, placed, moved, relocated, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this article or of the special use permit or antenna collocation permit, then the board or ordinance administrator shall notify the holder of the special use permit or antenna collocation permit in writing of such violation. Such notice shall specify the nature of the violation or noncompliance and that the violations must be corrected within seven days of the date of the postmark of the notice, or of the date of personal service of the notice, whichever is earlier. Notwithstanding anything to the contrary in this subsection or any other section of this article, if the violation causes, creates or presents an imminent danger or threat to the health or safety of lives or property, the board may, at its sole discretion, order the violation remedied within 24 hours.

(b) If within the period set forth in subsection (a) above, the wireless facility and/or wireless support structures are not brought into compliance with the provisions of this article, or of the special use permit or antenna collocation permit, or substantial steps are not taken in order to bring the affected wireless facility and/or wireless support structures into compliance, then the board or ordinance administrator may revoke such special use permit or antenna collocation permit for wireless facility and/or wireless support structures, and shall notify the holder of the special use permit within 48 hours of such action.

- Agreed and acknowledged

XV Sec. 32-580.8 - Removal of wireless facility and/or wireless support structures.

(a) Under the following circumstances, the board or ordinance administrator may determine that the health, safety, and welfare interests of the county warrant and require the removal of wireless facility and/or wireless support structures:

- (1) A wireless facility and/or wireless support structures with a permit have been abandoned (i.e., not used as a wireless facility and/or wireless support structure) for a period exceeding 90 days or a total of 180 days in any 365-day period, except for periods caused by force majeure or acts of God, in which case, repair or removal shall commence within 90 days;
- (2) Permitted wireless facility and/or wireless support structures fall into such a state of disrepair that it creates a public health or safety hazard;
- (3) A wireless facility and/or wireless support structures that have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required special use permit or antenna collocation permit, or any other necessary authorization.

(b) If the board or ordinance administrator makes such a determination as noted in subsection (a) of this section, the board or ordinance administrator shall notify the holder of the special use permit or antenna collocation permit for the wireless facility and/or wireless support structure within 48 hours that said wireless facility and/or wireless support structure are to be removed, the board or ordinance administrator may approve an interim temporary use agreement/permit, such as to enable the sale of the wireless facility and/or wireless support structure.

(c) The holder of the special use permit or antenna collocation permit, or its successors or assigns, shall dismantle and remove such wireless facility and/or wireless support structure, and all associated structures and facilities, from the site and restore the site as close to its original condition as is possible, such restoration being limited only by physical or commercial impracticability, within 90 days of receipt of written notice from the board or ordinance administrator. However, if the owner of the property upon which the wireless facility and/or wireless support structure are located wishes to retain any access roadway to the wireless facility and/or wireless support structure, the owner may do so with the approval of the board.

(d) If the wireless facility and/or wireless support structure are not removed or substantial progress has not been made to remove the wireless facility and/or wireless support structure within 90 days after the permit holder has received notice, then the board or ordinance administrator may order officials or representatives of the county to remove the wireless facility and/or wireless support structure at the sole expense of the owner or special use permit or antenna collocation permit holder.

(e) If, the county removes, or causes to be removed, wireless facility and/or wireless support structure, and the owner of the wireless facility and/or wireless support structure does not claim and remove it from the site to a lawful location within ten days, then the county may take steps to declare the wireless facility and/or wireless support structure abandoned, and sell them and their components.

(f) Notwithstanding anything in this section to the contrary, the board or ordinance administrator in the case of an antenna collocation permit may approve a temporary use permit/agreement for the wireless facility and/or wireless support structure, for no more than 90 days, during which time a suitable plan for removal, conversion, or relocation of the affected wireless facility and/or wireless support structure shall be developed by the holder of the special use permit or antenna collocation permit, subject to the approval of the board or ordinance administrator in the case of an antenna collocation permit, and an agreement to such plan shall be executed by the holder of the special use permit or antenna collocation permit and the county. If such a plan is not developed, approved and executed within the 90-day time-period, then the county may take possession of and dispose of the affected wireless facility and/or wireless support structure in the manner provided in this section.

- Agreed and acknowledged.

XVI Sec. 32-580.9 - Periodic regulatory review by the board.

(a) The board may at any time conduct a review and examination of this entire article.

(b) If after such a periodic review and examination of this article, the board determines that one or more provisions of this article should be amended, repealed, revised, clarified, or deleted, then the board may take whatever measures are necessary in accordance with applicable law in order to accomplish the same. It is noted that where warranted, and in the best interests of the county, the board may repeal this entire article at any time.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the board may at any time, and in any manner (to the extent permitted by federal, state or county ordinance) amend, add, repeal, and/or delete one or more provisions of this article.

(d) The board may at any time review a wireless facility and/or wireless support structure that exist at the time of adoption of this article and may establish public safety and recertification procedures for existing wireless facilities and/or wireless support structure and subject to said regulations as adopted by the board.

- Agreed and acknowledged.

XVII Sec. 32-580.10 - Adherence to state and/or federal rules and regulations.

(a) To the extent that the holder of a special use permit or antenna collocation permit for a wireless facility and/or wireless support structure has not received relief, or is otherwise exempt, from appropriate state and/or federal agency rules or regulations, then the holder of such a special use permit or antenna collocation permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any state or federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.

(b) To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of the special use permit or antenna collocation permit for a wireless facility and/or wireless support structure, then the holder of such a special use permit shall conform the permitted wireless facility and/or wireless support structure to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of 24 months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

- Agreed and acknowledged.

XVIII Sec. 32-580.11 - Conflict with other ordinances.

Where this article differs or conflicts with other ordinances, rules and regulations, unless the right to do so is preempted or prohibited by the county, state or federal government, the more restrictive or protective of the county and the public shall apply.

- Agreed and acknowledged.

XIX Sec. 32-580.12 - Effective date.

This article shall be effective immediately upon passage, pursuant to applicable legal and procedural requirements.

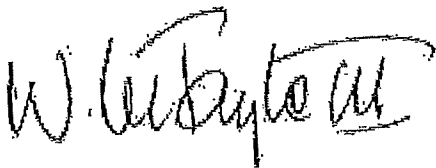
- Agreed and acknowledged.

XX Sec. 32-580.13 – Authority.

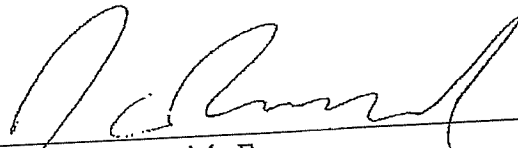
The provisions of this article are adopted by the county board of commissioners under the authority granted by the General Assembly of the State of North Carolina, in G.S. ch. 153A, art. 18. From and after the effective date hereof, this article shall apply to every lot, tract, parcel of land within the county, exclusive of the jurisdictions of any incorporated municipality and their extraterritorial planning jurisdictions or the state department of human resources referred to as Camp Butner set forth in G.S. 122C-401, as amended.

- Agreed and acknowledged.

Respectfully submitted on March 29, 2021.



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Greensboro, North Carolina 27402-1898
Phone: (336) 279-7707
Email: jcr@trslaw.com
Local Counsel

(f) **Expedited Judicial Review.** - Any person aggrieved by the imposition of a moratorium on development approvals required by law may apply to the General Court of Justice for an order enjoining the enforcement of the moratorium. Actions brought pursuant to this section shall be scheduled for expedited hearing, and subsequent proceedings in those actions shall be accorded priority by the trial and appellate courts. In such actions, the local government shall have the burden of showing compliance with the procedural requirements of this subsection.

Sec. 32-1101. - Standards for **major** special land use permits.

The following are standards for **major** special land use permits:

Sec. 32-1102. - Standards for **minor special conditional** use permits.

The following are standards for **minor special conditional** use permits:

Sec. 32-1103. - Standards for zoning and watershed variances.

(b) When unnecessary hardships would result from carrying out the strict letter of **this the chapter ordinance**, the board of adjustment shall vary any of the provisions of the chapter upon a showing of all of the following:

(2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. **A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.**

Sec. 32-1105. - Additional conditions imposed by reviewing bodies.

(2) The board of adjustment may impose conditions when approving **minor special conditional** use permits which will assure that the use and its proposed location will be harmonious and with the spirit and intent of this chapter. **Conditions and safeguards imposed under this subsection shall not include requirements for which the local government does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the local government.**

(3) If the board of commissioners approves the **major** special use permit, it may impose any additional reasonable conditions and safeguards as may be necessary to:

6/4/2021

Sec. 32-1101. - Standards for special land use permits.

The following are standards for special land use permits:

- (1) All applicable specific conditions pertaining to the proposed use contained in article III of this chapter have been or will be satisfied.
- (2) Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency.
- (3) Off-street parking, loading, refuse and other service areas are located so as to be safe and convenient, allow for access in case of emergency, and to minimize economic, glare, odor and other impacts on adjoining properties in the general neighborhood.
- (4) Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use.
- (5) The location and arrangement of the use on the site, screening, buffering, landscaping and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impact.
- (6) The type, size and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.

(Ord. of 7-12-1999, § 21.310)



Zoning Vicinity Map

SU-2-2021
Lee Taylor of Baker Donelson
on behalf of Cellico Partnership
d/b/a Verizon Wireless, Applicant
property off of Henry Wilson Rd

Legend

- Streets
- 05.05.2021
- City Limits

Zoning January 2019

ZONECODE

- AR-40
- AR-80
- ASE-CZ
- BUTNER PLANNING AND ZONING AREA
- CREEDMOOR PLANNING AND ZONING
- HB
- I-1
- I-2
- MHPD
- NB
- O-1
- OXFORD PLANNING AND ZONING AREA
- R-25
- STEM PLANNING AND ZONING AREA
- STOVALL PLANNING AND ZONING AREA
- ZONING CONTROLLED BY THE STATE





Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 7, 2021

Title: Public Comments

PURPOSE:

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: June 7, 2021

Title: Refund Request - Choplin

PURPOSE:

To consider the approval of the request for refund.

BACKGROUND:

Kelly Choplin contacted the Tax Office about a deck she is being billed for that never existed. Ms. Choplin explained the only way to access this deck would be through her bathroom window. After reviewing pictures of her house, which were taken in 2017, there is no sign of a deck ever being there.

Kelly Choplin sent a letter requesting refund.

RECOMMENDATION:

The Tax Administrator recommends a refund for 2016, 2017, 2018, 2019, and 2020 in the amount of \$100.98.

ATTACHMENTS:

2016 Property Record Card
2020 Property Record Card
Refund Request Letter
Picture of house without deck

ACTION TAKEN:

OWNERSHIP 04022016 5354 301 | PROPERTY DESCRIPTION | TAX SUBDIVISIONS | MAP NUMBER | CARD NO
 CHOPLIN LARRY J & KELLY B | ACRES & HOUSE SR 1716 | WEASSFIELD TOWNSHIP | 162300982402 | 1
 3832 GRAMAM SHERRON ROAD | 1716 SR | WASTE CONV SITE FEE | RECORD NUMBER: 19574
 WAKE FOREST NC 27587 | 3832 GRAMAM SHERRON RD | LISTER:WD 101692- 1
 DEED: 561 680 00001988 | REVIEW:DAS030810

TOPO | STREET | UTILITY | ZONING | 3.61 ACRES | NABD
 ROLLING | EAVED | WELL | AR 40 | AFCT:1-GOD 0072
 1 | 1 | SEPTIC | NOTES:
 2 D- 2 | ELECTRIC | OPD1 IS SHOP ADDITION FOR 201

DECK | LAND CLASS | SIZE | BASERATE*FRNT*DETH*ADJ=ADJRATE*UNITS=LND-VALUE
 1 | 26BLDG SITE | 1.00AC | 30000 | 0.64ACF | 30000 | 1.00 | 30000
 2 | 126FRNTAGE2 | 1.00AC | 25000 | 0.64ACF | 16000 | 1.00 | 16000
 4 | 92GMIXED II | 1.61AC | 13406 | 0.64ACF | 8580 | 1.61 | 13814
 LAND VALUE: 59814

OTHER FEAT | SIZE | BASERATE*COND =ADJRATE*UNITS=OFS-VALUE
 1-18CONFFRGAR | 16* 24 | 1100 8435
 2-8CSREITER | 1* 1 | 1000
 3-14 SHOP | 10* 10 | 2000
 4 | 14CSHOP | 16* 18 | 14.3640-95 90 | 13.64 | 288 | 3928
 OTHER VALUE: 10383

FOUNDATION | XTRENISH | ROOFTYPE | ROOFMRL | SIZE/QTY |
 CONCBLCK | CED/REDW | GABLE | ASPHSANG | 1.00STRT
 WALLFNH | FLOORS | HEAT/AIR | HEATFUEL |
 DRY WALL | HARDWOOD | CENTRAL | GAS | 7 ROOM |
 TILE | CENT-A/C | 1.00LFUE
 CARPET |

DWELLING CONVINAL 8405 B1988 AVERAGE CONDITION
 DIMENSIONS: A-C08L34016L5010R1802R22R26054L13 B-U3CUST34016L5021R39 C-08L34016L5010CR18D2R2010L226DE
 D-R19U94CL16U12H16D12H

STRUCTURE	SKTCH-SF*STRT=	AREA	RATE*GRDF+HEAT+EXWL*WLT=ADJBRAT*	AREA=	RPCN*	DEFF*CNDF=STR-VALUE
1 INSG FAML	1880 1.00	1880	56.16 1.05 2.50 2.25	95.24	1880 179051	0.78 139660
2.00 BATHS				3650.00	7320	0.78 5710
1 FIREPLACE				3650.00	3660	0.78 2855
104URF-BSMI		188	23.27 1.05	24.43	188 4593	0.78 3583
B180 PORCH	275 1.00	275	29.59 1.05	31.01	275 5528	0.78 6652
C150 PORCH	224 1.00	224	29.94 1.05	31.44	224 7043	0.78 5434
D188 DECK	192 1.00	192	14.70 1.05	15.43	192 2963	0.78 2311
1880HSE, 2759ISF			RPCN- 113.35/HSE		213158 VALU- 88.41/HSE 166265	

STRUCTURE VALUE: 166265
 VALUATION | VALUE | TOTAL VALUE 236462
 LAND | 59814 | 16568LV/AC
 OTHERFEAT | 10383 | 125TV/HSE
 STRUCTURE | 149638 | 125TV/HSE
 TOTAL | 219835 |
 GEOGRAPHIC-ADJUSTMENT-NABD: 72 CAVS: 166265 * 0.90= 149638 TOTAL APPRAISED-VALUE: 219835

Kelly P. Choplin
3832 Graham Sherron Rd.
Wake Forest, NC 27587

02/09/21

Granville County Tax Office
Attn: Jenny
PO Box 219
Oxford, NC 27565

RE: Ownership #5354301

Dear Granville County Tax Office:

I am respectfully writing to request a refund for payment of property tax on a deck that has never been part of our house.

On 01/25/21, I found online a Property Record Card for our house, which we built in 1988 at 3832 Graham Sherron Road (the land was deeded to us in 1987). The PRC shows a diagram of a deck on the back right corner of our house, positioned outside my closet and bathroom. We've never had a deck of any kind on this house, only the two porches that are shown on the diagram.

We request a refund for any year we were charged for this deck and understand there is a statute of limitations that may be five years.

Thank you for the time to research this issue and give it your consideration. I am happy to supply any pictures, building plans, etc. that you would require. We are currently paying for our 2020 taxes; the refund could be applied directly to that amount or refunded to us.

I would also like to commend Jenny on her helpfulness to take the time to look up our records and explain how to go about asking for a refund. Her customer service was excellent and appreciated (and rare in this day and age!).

Thank you,

A handwritten signature in cursive script that reads "Kelly P. Choplin". The signature is written in dark ink and is positioned above the printed name.

Kelly P. Choplin





Granville County Tax Administration

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

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: June 4, 2021

Title: Refund Request for Trevor Biggs

PURPOSE:

To consider refunding Trevor and Donna Biggs for a clerical error and an appraisal.

BACKGROUND:

Trevor Biggs appeared before the Board of Commissioners August 3, 2020 about a discrepancy in the heated square footage of his home. The previous Tax Administrator recommended that no changes are to be made. After reviewing his property, it was discovered that he had a clerical error on his storage building, with a value of \$112,000. This error took place during data entry of the 2018 Appraisal. It was also discovered that his heated square footage was indeed overstated by 795 sq. ft.

The North Carolina Machinery Act 105 – 381 (a) (1) Any taxpayer asserting a valid defense to the enforcement of the collections of a tax assessed upon his property shall proceed as hereinafter provided.

- For the purpose of this subsection, a valid defense shall include the following:
- A tax imposed through clerical error.

If, at the time Mr. Biggs appealed, the previous Tax Administrator researched his property from past to present it would have been noticed and corrected.

RECOMMENDATION:

The Granville County Tax Administrator and County Manager recommend the Board approve a refund for a clerical error from 2018, 2019, and 2020 per G.S 105-381 (a) (1). A refund is also recommended for the appraisal error for 2020. Total refund amount of \$3,290.28.

ATTACHMENTS:

2018 Tax Statement
2019 Tax Statement
2020 Tax Statement
2018 PRC with Appraisers notes for correction
Corrected PRC

ACTION TAKEN:

ACCOUNT NO. 64466300	DESCRIPTION H&L 32 TWIN CREEKS IV H&L 32 TWIN CREEKS IV	PARCEL ID NUMBER 193207695390	LOTS/ACRES 1.51AC	TAX YR 2018	RECORD 28223
BILL DATE 07/17/2018	TOWNSHIP 09 - Oxford	CITY OR TOWN			
ASSESSED REAL	VALUES 497721 2585	EXEMPTION	AMOUNTS	TAXES LEVIED 1 Granville County Tax 30 StormWater Fee 45 Waste Conv Site Fee	RATE 0.8400 AMOUNT 4,202.57 6.00 20.00
TOTAL VALUE	500306	NET VALUE	500306	TOTAL TAX	4,228.57

BIGGS TREVOR W
BIGGS DONNA
4140 SAWMILL ROAD
OXFORD NC 27565

PAYMENTS AND ADJUSTMENTS

DATE	TAXES	DISCOUNT	INTEREST	LIEN COST	AMOUNT	CHECK#	CLERK	TYPE
08/13/2018	4,228.57	63.43	0.00	0.00	4,165.14		Corelogic	Payment
05/21/2021	0.00	0.00	0.00	0.00	0.00	<--BALANCE DUE As of 05/21/2021		

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY JSG On 05/21/2021

Granville County Tax Administration

AD-VALOREM TAXPAYER RECEIPT

05/21/2021

Granville County Tax Administration

ACCOUNT NO. 64466300	DESCRIPTION H&L 32 TWIN CREEKS IV H&L 32 TWIN CREEKS IV	PARCEL ID NUMBER 193207695390	LOTS/ACRES 1.51AC	TAX YR 2019	RECORD 28223
BILL DATE 07/08/2019	TOWNSHIP 09 - Oxford	CITY OR TOWN			
ASSESSED REAL	VALUES 497721 2561	EXEMPTION	AMOUNTS	TAXES LEVIED 1 Granville County Tax County Late List 30 Stormwater Fee 45 Waste Conv Site Fee	RATE 0.8400 0.0000 AMOUNT 4,202.37 2.15 6.00 20.00
TOTAL VALUE 500282			NET VALUE 500282	TOTAL TAX	4,230.52

BIGGS TREVOR W
 BIGGS DONNA
 4140 SAWMILL ROAD
 OXFORD NC 27565

PAYMENTS AND ADJUSTMENTS						CHECK#	CLERK	TYPE
DATE	TAXES	DISCOUNT	INTEREST	LIEN COST	AMOUNT		CoreLogic	Payment
08/07/2019	4,230.52	63.45	0.00	0.00	4,167.07			
05/21/2021	0.00	0.00	0.00	0.00	0.00			

<--BALANCE DUE AS of 05/21/2021

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY JSG on 05/21/2021

Granville County Tax Administration

AD-VALOREM TAXPAYER RECEIPT

05/21/2021

ACCOUNT NO.		DESCRIPTION	PARCEL ID NUMBER	LOTS/ACRES	TAX YR	RECORD
64466300		4140 SAWMILL RD H&L 32 TWIN CREEKS IV	193207695390	1.51AC	2020	28223
BILL DATE		TOWNSHIP	CITY OR TOWN			
06/30/2020		09 - oxford				
ASSESSED	VALUES	EXEMPTION	AMOUNTS	TAXES LEVIED	RATE	AMOUNT
REAL	497721			1 Granville County Tax	0.8400	4,201.30
	2433			30 Stormwater Fee		6.00
				45 Waste Conv Site Fee		20.00
TOTAL VALUE			500154	NET VALUE	500154	TOTAL TAX
						4,227.30

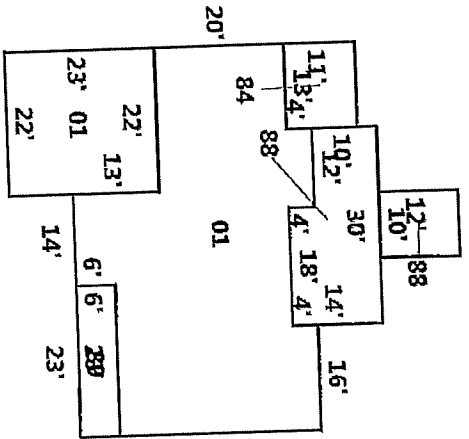
BIGGS TREVOR W
 BIGGS DONNA
 4140 SAWMILL ROAD
 OXFORD NC 27565

PAYMENTS AND ADJUSTMENTS

DATE	TAXES	DISCOUNT	INTEREST	LIEN COST	AMOUNT	CHECK#	CLERK	TYPE
08/07/2020	4,227.30	63.41	0.00	0.00	4,163.89		Corelogic	Payment
05/21/2021	0.00	0.00	0.00	0.00	0.00	<--BALANCE DUE As of 05/21/2021		

DUPLICATE RECEIPT/CURRENT STATEMENT PREPARED BY JSG on 05/21/2021

01/08/2021 09:30	OWNERSHIP: 64466300	PROPERTY DESCRIPTION: 4140 SAWMILL RD	TAX DESCRIPTION: OXFORD	MAP NUMBER: 193207695390	CARD #: 1 / 1
BIGGS TREVOR W		4140 SAWMILL RD		RECORD NUMBER: 28223	
BIGGS DONNA		PLATBOOK/PAGE/DATE: 00000 00000		ROUTE: 193207 039	
4140 SAWMILL ROAD		NB: 115 TWIN CREEKS 1		LISTER: REV	
OXFORD, NC 27565		4140 SAWMILL RD		REVIEWER:	
DEED: 00855 0726 6/8/2001 \$26,000		UTILITIES: NEW HSE FOR 2002 SIG BLDG FOR 2002		NOTES: LOT 32	

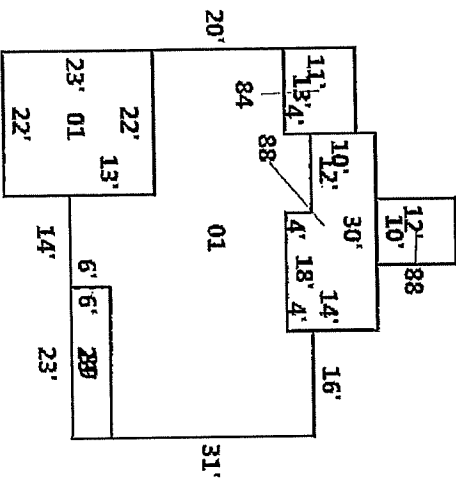


#	LAND CLASS	SIZE	BASERATE	ACE	ADJ	ADJ RATE	UNITS	ENDVALUE
1	DEBUILDING SITE 2	1.000	28000	1.00	1.00	28000	1.000	28000
2	DEBUILDING SITE 2	0.510	11975	0.90	1.00	10778	0.510	5497
ACREAGE FACTOR: 0								
#	OTHER FEATURES	SIZE	BASERATE	COND	ADJ RATE	UNITS	VALUE	
1	CONCRETE PAVING	1 * 1	1600.00	0.00	1600.00	1	1600	
2	METAL STORAGE BLDG	10 * 16	700.00	0.00	700.00	160	112000	
3	CHAIN LINK FENCE	1 * 1	600.00	0.00	600.00	1	600	
114200								
OTHER FEATURES VALUE:								
FOUNDATION	XTR FINISH	ROOF TYPE	ROOF MTRL	SIZE/QT				
BRICK	CEMENT BOARD	HIP	ASPHALT SHINGLE	2.0000 STHT				
		GABLE		0 BDRM				
WALL FINISH	FLOORS	HEAT & AIR	HEAT FUEL	BIDDING #				
DRYWALL	HARDWOOD	HEAT & AIR	ELECTRIC	1				
	CARPET							
	TILE							

STRUCTURE VALUE										CARD 1 VALUE	497721
2904											
VALUATION	THIS CARD	+	OTHER CARD	=	VALUE	PREV-VAL	P-N%	OTHER CARDS VALUE			
								TOTAL VALUE			
LAND	33497				33497	33661	1.00				
OTHER FEAT	114200				114200	114200	0.02				
STRUCTURE	350024				350024	321995	0.92				
	497721				497721	357422	1.39				
NBHD ADJUSTMENT: 1.00000 * 497721 = 497721											
APPAISED VALUE								497721			
TAXABLE VALUE								497721			
(428470) Group:											
Granville County, NC											
TAX YEAR: 2021											
REVAL YEAR: 2018											
DEFERRED VALUE											
0											

2546

	CARD#
	1 / 1

[illegible]

OTHER FEATURES VALUE:				
FOUNDATION	XTR. FINISH	ROOF TYPE	ROOF MTRL	SIZE/QTY
BRICK	CEMENT BOARD	HIP GABLE	ASPHALT SHINGLE	1.5600 STHT 0 BDRM
WALL FINISH	FLOORS	HEAT&AIR	HEAT FUEL	BLDG #
DRYWALL	HARDWOOD CARPET	HEAT & AIR	ELECTRIC	1

IMPROVEMENT TYPE:		GRADE: B+10 AYR: 2002 EVR: 2002 COND: 000 FAVE: 000 DEPR: 000																	
DIMENSIONS:		SFR-CL40U30R40D12R2D7LD211 OFP-CL40D8R40U8 WDK-L40CU38X1.6D8XD30XD8R6XU8 OFP-U30CR40U18L40D8H																	
STRUCTURE	SKETCH-SF *	STHT	=	AREA	RATE *	GRDE	+ HEAT	+ EXWL	* WLHT	=	ADJRATE *	AREA	=	RPCN	* DEPR	* CNDF	=	SFR-VALU	
01 SNG FAML	1635	1.56		2551	90.51	B 1.10		2.50		2.00	0.95		98.86		252192	0.86		216883	
2 BATHS	0			0									0		7380	0.86		634	
88 DECK	372	1.00		372	15.92	1.10					1.00		17.51		6514	0.86		560	
88 DECK	120	1.00		120	16.83	1.10					1.00		18.51		1911	0.86		3168	
01 SNG FAML	506	0.70		354	90.51	1.10	2.50	2.00			1.00		104.06		36837	0.86		413	
89 OM-PORCH	138	1.00		138	31.65	1.10					1.00		34.82		4805	0.86		415	
84 SCRNPCH	143	1.00		143	30.70	1.10					1.00		33.77		4829	0.86		1884	
78 ATTGARG	506	1.00		506	39.36	1.10					1.00		43.30		21910	0.86		28955	
2905 HSF						4184 TSF						RPCN- 115.90/HSF				336688		VALU- 99.67/HSF	

STRUCTURE VALUE						CARD 1 VALUE	32683		
VALUATION	THIS CARD	+	OTHER CARD	=	VALUE	PREV. VAL.	P-NO%	OTHER CARDS VALUE	TOTAL VALUE
LAND	33497				33497	33661	1.00		32683
OTHER FEAT	3790				3790	3790	0.47		
STRUCTURE	289552				289552	321995	1.11		
TOTAL	326839				326839	357422	0.91		
(763350) Group:				TAX YEAR: 2021					
Granville County, NC				REVAL YEAR: 2018					
				DEFERRED VALUE		0			
				APPRaised VALUE					
				TAXABLE VALUE				32683	
								32683	



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 16, 2021

Title: Senior Services Advisory Committee

PURPOSE:

To make appointment to the Senior Services Advisory Committee.

BACKGROUND:

Shirley Daniel Watson (District 5 appointed by District 6) has resigned and needs to be replaced.

Others serving:	Rev. Leroy Anderson	District 1
	Bessie Bailey	District 1
	Kathy Wolford	District 2
	Betty Crews	District 2
	Betty Yancey	District 2
	JoAnn Deshane	District 5 appointed by 3
	Laverta Cooper	District 4
	Harriet Morton	District 4
	Dorothy Lyon	District 4
	Bonnie Breedlove	District 5
	Vickie Smoak	District 7
	Commissioner David Smith	

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 11, 2021

Title: Aeronautics Authority of the City of Henderson, City of Oxford, County of Granville and County of Vance

PURPOSE:

To make appointment or reappointment to the Aeronautics Authority of the City of Henderson, City of Oxford, County of Granville and County of Vance.

BACKGROUND:

The term of Jonathan Carver, Granville County representative, expires in July. Mr. Carver is willing to serve again.

Others serving:	Alvin Woodlief	Oxford
	David Thomas	Henderson
	Brian Boyd	Vance County

ACTION TAKEN:



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 16, 2021

Title: NACo Voting Delegate

PURPOSE:

To select a NACo Voting Delegate.

BACKGROUND:

The NACo Conference is scheduled for July 9-12, 2021 in Prince George's County, Maryland and also remotely. A voting delegate needs to be selected to attend the hybrid business meeting.

RECOMMENDATION:

Recommend selecting a voting delegate to represent Granville County during the virtual NACo business meeting to be held on July 20th.

ACTION TAKEN:



Granville County Human Resources

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

To: Board of Commissioners
From: Angela Miles
Department: Human Resources
Date: June 16, 2021

Title: Granville County Employee Wellness Program

PURPOSE:

To consider eliminating the Employee "Wellness Works" Program adopted in 2008.

BACKGROUND:

In 2008, the Board approved a program policy that allows employees paid time to be physically active twice a week for 45 minutes during the workday. The program has been a challenge to monitor and is not being fully utilized by County employees.

The County is recommending implementing several wellness challenges throughout the year that will coincide with our current health benefits wellness program. The proposed program will include a yearlong walking challenge, an emotional well-being challenge to help engage in employee's mental health and a healthy habits challenge to encourage employees to make healthier lifestyle changes.

RECOMMENDATION:

The Human Resource Director recommends elimination of the Employee "Wellness Works" Program and replace it with several wellness challenges throughout the year.

ATTACHMENTS:

Wellness Works Program

ACTION TAKEN:



Granville County "Wellness Works" Employee Wellness Program

The "Wellness Works" wellness program allows county employees time for being physically active twice a week for 45 minutes!

Program Policy

- *Your job tasks are priority & must be completed 1st
- *You must use your department's policy for signing in and out & note where you are going.
- *Time may be taken during the day, with approval of your immediate supervisor.
- *If you go to another site to walk or workout, your travel time to and from that site must be included in the 45 minutes, so manage your time accordingly!
- *This is a 2-day a week program only. If you do not use the entire 45 minutes each day, you cannot use the balance other days.

FAILURE TO COMPLY WITH THIS POLICY CAN RESULT IN LOSING THIS PRIVILEGE.



*The "Buddy System" is encouraged



Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: June 16, 2021

Title: Stormwater Utility Services Manager Scope of Services –
Fiscal Year 2021-2022

PURPOSE:

To approve the Stormwater Utility Services Scope of Services for fiscal year 2021-2022 in accordance with the interlocal stormwater utility agreement.

BACKGROUND:

Granville County currently contracts with Raftelis Financial Consultants, Inc. to provide Stormwater Utility Services Manager services as named in the inter-local agreements among Granville County, Person County, Town of Butner, City of Creedmoor, and Town of Stem. The agreement is renewable in terms of one year beginning July 1st through June 30th each unless either party provides notice of termination. The agreement also requires Exhibit "A" (Scope of Services) to be updated annually based on the work plan approved as set out in the Interlocal Agreement for the joint operation of a Stormwater Management Program. Attached for your information and reference is the updated Exhibit "A" (Scope of Services). The fee for **Tasks A through G** is: Not-to-Exceed \$96,000 which is consistent with prior years' not-to-exceed amount, and **Task H** is: Not-to-Exceed \$24,000 which is consistent with prior years' not-to-exceed amount.

Key ongoing activities which are impacted by this contract include:

1. Annual New Development reports for all five jurisdictions
2. Stimmel ongoing reviews

FUNDING:

Funding is provided by Granville County and the other jurisdictions; Person County, Town of Butner, City of Creedmoor, and Town of Stem through the Stormwater Utility Fund based on the annual Stormwater Utility Work Plans for each jurisdiction.

[Finance Department Use Only 65-7110-199]

RECOMMENDATION:

The Granville County Manager recommends approving the Stormwater Utility Services Manager Scope of Services for FY 2021-2022.

ATTACHMENTS:

Scope of Services - 2021-2022
Inter-Local Agreement for Stormwater Management

ACTION TAKEN:

Stormwater Utility Services Manager Scope of Services

FY 2021-2022

Granville County, Person County, Town of Butner, City of Creedmoor, and Town of Stem (Participating Jurisdictions) have continued their enhanced stormwater programs, featuring compliance activities for the Falls Rules, into a ninth year. Raftelis has served as the stormwater utility services manager (SUSM), as named in the interlocal agreements among the five governments, to oversee the five individual programs and their cooperation. Raftelis will provide the following services and others as requested during the fiscal year covering July 1, 2021 through June 30, 2022.

A. Stormwater Fee Customer Relationship Management Assistance

Raftelis will provide the following types of assistance related to stormwater fee customer relationship management:

- Assisting the Participating Jurisdictions with customer service and, particularly, interfacing with the tax offices and planning offices in Granville County and Person County (when specifically requested) to assist with customer service issues. Assistance includes but is not limited to fee research, provision of exhibits to ratepayers, calls and meetings as needed with ratepayers, and calls and meetings with staff.
- Hearing and deciding First-Level Appeals (of bills) for the Participating Jurisdictions
- Collaborating with and advising staff on the appropriateness and priority of funding unusual or unforeseen efforts with the stormwater fee revenues
- Written responses developed for interested citizens regarding the program or the fee

B. Credit Application and Appeals Review

Raftelis will review credit applications in coordination with each Participating Jurisdiction's staff as necessary and will provide a recommendation to staff for approving or rejecting any application for a credit in whole or in part.

In accordance with the process described in the Participating Jurisdictions' interlocal agreements, Raftelis will also assist with credits appeals in the SUSM role. The assistance shall be as follows: Raftelis will hear appeals in person at a mutually agreed-upon date and time within the underlying jurisdiction. The SUSM will issue a final ruling on the credits. Raftelis will prepare a written ruling on any credits appeals.

C. Attendance at Meetings as SUSM and Advocacy for Governments

In accordance with the duties described for the SUSM in the interlocal agreements, Raftelis will:

- Stay abreast of water quality rules, regulations, and permit requirements affecting the Participating Jurisdictions. Raftelis will summarize relevant changes in emails as needed to staff and to Jim Wrenn, utility counsel.
- As requested, attend relevant local, state, federal and associational meetings to monitor and report on developments related to water quality including but not limited to Upper Neuse River Basin Association meetings. Raftelis will summarize content and actions in emails, as requested.

- As requested, act as an advocate for the Participating Jurisdictions in various settings including, but not limited to, Upper Neuse River Basin Association meetings so that the Participating Jurisdictions can have a larger voice through collective representation. Raftelis will summarize instances of advocacy in emails, as requested, to staff and to Jim Wrenn.
- Continue participation in the UNRBA's Path Forward Committee, which is the group overseeing lake monitoring efforts which may impact the final adoption of Stage II of the Falls Rules, as well as the implementation of the Interim Alternative Implementation Approach – the mechanism being developed to comply with Stage I of the Rules.
- Continue participation in the UNRBA Monitoring and Regulatory Support Workgroup, which is collaborating with contractors on development of watershed and lake models and alternative regulatory frameworks in support of the Falls Rules Stage II reexamination.
- Where applicable, represent the Participating Jurisdictions in existing nutrient load development with the State.

D. Resources Coordination

One of the reasons that the Participating Jurisdictions are working together is to gain efficiencies for their ratepayers in providing stormwater services. As the Participating Jurisdictions continue implementing the Rules and NPDES permits (Butner and Creedmoor only), Raftelis will assist the jurisdictions in coordination efforts to gain efficiency. These duties, as identified in the interlocal agreement, are as follows:

- Inventorying and coordinating the resources of the Participating Jurisdictions to determine possibilities for contracting among jurisdictions for necessary personnel, equipment, and services.
- Identifying stormwater needs that are beyond the existing capabilities of the Participating Jurisdictions and assisting the Participating Jurisdictions in meeting those needs, individually or collectively, in the most cost-effective manner.

Because this effort is ongoing and because opportunities for collaboration will change over time as the jurisdictions implement the stormwater program activities, the topic of collaboration will be revisited regularly.

E. Interim Alternative Implementation Approach (IAIA) Support and Reporting

Fund Allocation Support

Raftelis will assist the Participating Jurisdictions in identifying a combination of effective and eligible activities and projects in order to meet jurisdictions' IAIA commitments, which could be self-funded, self-contained projects within the Jurisdiction, projects that are part of larger interlocal agreements, or projects run by other local groups with Jurisdiction support.

Reporting

Raftelis will assist the Participating Jurisdictions in properly reporting out IAIA expenditures. Raftelis will provide a reporting template based on the outline set out in the IAIA program document with coordinated project, funding source, location, and water quantity and quality benefits. Raftelis will also request the relevant data from each jurisdiction, work with the jurisdictions on report development, review draft reports, and, if requested, submit reports on behalf of the jurisdictions.

F. New Development Rules and Existing Development Stage I Program

Program Development Assistance

Raftelis will assist the Participating Jurisdictions with Stage I program development. For Jurisdictions not participating in the IAIA, Raftelis will support load reduction and credit calculations for the North Carolina Department of Environment Quality (DEQ). This may include completing a program template based on North Carolina Department of Water Resources (DWR)'s model program, assistance to staff in preparation of program elements, and facilitating collaboration to meet required nutrient reductions.

Reporting

Raftelis will assist the Participating Jurisdictions with required reporting on New Development rules implementation. Raftelis will request the relevant data from each jurisdiction, work with the jurisdictions on report development, review draft reports, and, if requested, submit reports on behalf of the jurisdictions.

Rule Interpretation

Raftelis will provide assistance in interpretation of the Rules for new development in an ongoing manner as requested by the Participating Jurisdictions, in concert with Jim Wrenn. The goal of this task is to provide for uniform interpretation of and implementation of the rules among the jurisdictions. Raftelis will communicate with the Participating Jurisdictions about scenarios, interpretation, and outstanding questions as needed.

G. Development-related Services

Raftelis will coordinate and/or perform plan review (see task I), BMP maintenance monitoring and inspection and other functions on behalf of the Participating Jurisdictions as needed. Raftelis will assist the local governments with determining and implementing policies for new development. One recent example is assistance with Butner's Land Development Ordinance revisions. The need for these services will be determined and documented under the task, "Resources Coordination". See Task I for conditions specific to plans review.

Raftelis will participate and provide guidance in meetings and discussions with developers and surveyors regarding their compliance efforts and strategies for compliance with the Falls Rules - New Development regulations.

The fee for Tasks A through G is: Not to Exceed \$96,000

H. Billing Database Update and Preparation of Tax Year 2020 Bill File

Raftelis will perform the next annual update to the stormwater bill file and deliver new master account databases, based on data obtained from the jurisdictions such as new parcel layers and new digitized impervious area as of 12/31/2021. We anticipate that there will be new aerial imagery available from 2021, and as part of this process Raftelis will measure any new impervious surfaces visible in the imagery, and if necessary, override values provided previously by the individual jurisdictions with measured data. Otherwise, Raftelis will coordinate with the member jurisdictions to obtain the current data needed to update the file, incorporate modifications to the bill file and deliver the new digital master account database to the billing agents.

The fee for Task H is: Not to Exceed \$24,000

I. New Development Plans Review

Raftelis' subcontractor, Stimmel Associates, PA (engineers Kelway Howard and Ben Healy, under supervision of Kelway Howard) will perform new development stormwater plans review for the governments upon request. The fees for the review will be borne by the developer via fees charged under local government fee schedules.

J. NPDES Program Assistance

For Creedmoor and Butner, Raftelis will provide NPDES permit-related program advice and assistance in coordinating resources as described in Task D above. Anything beyond this will be implemented under separate tasks with the two jurisdictions.

**STATE OF NORTH CAROLINA
COUNTY OF PERSON
COUNTY OF GRANVILLE
CITY OF CREEDMOOR
TOWN OF BUTNER
TOWN OF STEM**

INTERLOCAL AGREEMENT FOR THE JOINT OPERATION OF A
STORMWATER MANAGEMENT PROGRAM IN PERSON COUNTY,
GRANVILLE COUNY, THE CITY OF CREEDMOOR, THE TOWN OF
BUTNER, and THE TOWN OF STEM KNOWN AS GRANVILLE-PERSON
STORMWATER SERVICES

**THIS INTERLOCAL AGREEMENT FOR THE JOINT OPERATION OF A
STORMWATER MANAGEMENT PROGRAM IN PERSON COUNTY, GRANVILLE
COUNTY, THE CITY OF CREEDMOOR, THE TOWN OF BUTNER, and THE TOWN
OF STEM** (hereinafter the "Agreement") is made as of July 1, 2012
by and between **PERSON COUNTY**, a body politic and corporate of the State of North
Carolina, (hereinafter "Person County"), **GRANVILLE COUNTY**, a body politic and
corporate of the State of North Carolina, (hereinafter "Granville County"), the **CITY OF
CREEDMOOR**, North Carolina, a municipal corporation of the State of North Carolina
(hereinafter "Creedmoor"), the **TOWN OF BUTNER**, North Carolina, a municipal
corporation of the State of North Carolina (hereinafter "Butner"), and the **TOWN OF
STEM**, North Carolina, a municipal corporation of the State of North Carolina (hereinafter
"STEM") (collectively, Person County, Granville County, Creedmoor, Butner and Stem
are referred to herein as the "Participating Jurisdictions").

WITNESSETH:

WHEREAS, Water quality standards mandated by state and federal law are requiring that
local governments develop more detailed, advanced, and costly stormwater programs;

WHEREAS, effective stormwater management should be provided to protect, to the
extent practicable, the citizens of the Participating Jurisdictions from the loss of life and property
damage from flooding;

WHEREAS, the construction, operation, and maintenance of stormwater conveyance
systems requires long term planning and stable and adequate funding;

WHEREAS, aging stormwater conveyance systems and increasing demand upon those
systems from development require that local governments engage in long term planning and
increasingly depend upon stable and adequate funding;

WHEREAS, the Participating Jurisdictions have worked together for many months to determine how best to provide stormwater management services within their respective jurisdictions in a cost-effective manner;

WHEREAS, the Participating Jurisdictions have determined that significant economies of scale can be achieved from joining together in a joint Stormwater Management Program to be known as "Granville-Person Stormwater Services;"

WHEREAS, the goal of Granville-Person Stormwater Services is to provide comprehensive storm water services in an efficient, effective, and equitable manner by using, in an efficient manner, resources that are available to each jurisdiction to avoid excessive staffing and purchases of equipment and duplication of services;

WHEREAS, the governing boards of Person County, Granville County, Creedmoor, Butner and Stem have each enacted an Ordinance Establishing A Stormwater Management Utility in each of their jurisdictions;

WHEREAS, North Carolina General Statutes §§153A-277 and 160A-314 require that no storm water service fee may be levied whenever two or more units of local government operate separate structural and natural stormwater and drainage system services in the same area within a County unless units of local government allocate among themselves the functions, duties, powers, and responsibilities of jointly operating a stormwater management program and structural and natural stormwater and drainage system service in the same area within a county; and

WHEREAS, the Participating Jurisdictions should have certain distinct responsibilities in connection with the operation, maintenance and financing of separate systems.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FULFILLMENT OF THE TERMS OF THIS AGREEMENT, THE PARTICIPATING JURISDICTIONS AGREE AS FOLLOWS:

1. Shared Administrative Costs. The Participating Jurisdictions shall share the costs of the following services based upon the funding allocation set forth in the Work Plan described below:

- (a) Stormwater Utility Services Manager. Granville County shall hire a Stormwater Utility Services Manager who, upon his or her effective date of employment, each of the Participating Jurisdictions hereby designates as its Stormwater Utility Manager as defined in each jurisdiction's "Ordinance Establishing a Stormwater Management Utility." The Participating Jurisdictions shall reimburse Granville County for all costs reasonably associated with employing a Stormwater Utility Services Manager for Granville-Person Stormwater Services including, but not limited to, costs of salary, cost employment benefits, cost of office space, equipment and furnishings and all other reasonable costs customarily associated with similar positions. The Stormwater Utility Services Manager shall perform

such duties as the Participating Jurisdictions shall jointly agree shall be assigned to him or her in the annual Work Plan (as described herein below). The Participating Jurisdictions shall develop a budget for the Stormwater Utility Services Manager that shall be included as part of the annual Work Plan. The duties of the Stormwater Utility Services Manager shall include, but not be limited to:

- i. Staying abreast of water quality rules, regulations, and permit requirements affecting the Participating Jurisdictions.
- ii. Attending relevant local, state, federal and associational meetings to monitor and report on developments related to water quality including, but not limited to, Upper Neuse River Basin Association meetings.
- iii. Acting as an advocate for the Participating Jurisdictions in various settings including, but not limited to, Upper Neuse River Basin Association meetings so that the Participating Jurisdictions can have a larger voice through collective representation (this shall not imply that the Stormwater Utility Services Manager shall act as a Registered Lobbyist).
- iv. Inventorying and coordinating the resources of the Participating Jurisdictions to determine possibilities for contracting among jurisdictions for necessary personnel, equipment, and services.
- v. Identifying stormwater needs that are beyond the existing capabilities of the Participating Jurisdictions and assisting the Participating Jurisdictions in meeting those needs, individually or collectively, in the most cost effective manner.
- vi. Developing a Credit Application Instruction Manual in coordination with all of the Participating Entities which may be adopted by the Participating Entities.
- vii. Reviewing credit applications in coordination with each Participating Jurisdiction's staff as necessary and approving or rejecting any application for a credit in whole or in part.
- viii. Coordinating and/or performing plan review, BMP maintenance monitoring and inspection and other functions on behalf of the Participating Jurisdictions to the extent desired by each jurisdiction.
- ix. Assisting the Participating Jurisdictions with customer service and particularly interfacing with the tax offices and planning offices in Granville County and Person County to assist with customer service issues.
- x. Hearing and deciding First-Level Appeals for the Participating Jurisdictions as set out in more detail below.
- xi. Coordinating stormwater utility-related communications and information flow between jurisdictions.

xii. Performing such other duties as may be assigned to the Stormwater Services Director in the Work Plan.

(b) Cost of Monitoring. The Participating Jurisdictions shall share the costs of any monitoring determined by the Participating Jurisdictions to be beneficial to the interests of all of the Participating Jurisdictions. Participating Jurisdictions shall develop a budget for any monitoring that shall be included as part of the annual Work Plan.

(c) Appeals. As set out in each Participating Jurisdiction's "Ordinance Establishing a Stormwater Management Utility," all appeals shall be timely filed with the Stormwater Utility Services Manager for review and disposition within 60 days of billing, stating the reasons for the appeal, and providing information pertinent to the calculation of the billed charge. The Stormwater Utility Services Manager shall make the initial decision and disposition on the appeal ("First Level Appeal") with any further appeal from the Stormwater Utility Services Manager's decision being decided by the County Manager (or his or her designee) of the County from which the appeal arose (which County Manager is hereby designated as the person to hear such appeals by each of the Participating Jurisdictions).

(d) Annual Billing Update. Each year Granville-Person Stormwater Services, under the management of the Stormwater Utility Services Manager, shall cause updated tax data to be gathered from each taxing jurisdiction. Using such information determined to be reasonably necessary, Granville-Person Stormwater Services shall update its billing records to reflect any new impervious surface added during the previous year and shall correct any errors that it discovers. The budget for this work shall be set out in the annual Work Plan and shall be performed by such person or persons as shall be determined by Granville County in accordance with its contracting policy following consultation by the Stormwater Utility Services Manager with the Participating Jurisdictions.

(e) Aerial Photography/ GIS Reconciliation. Once every four years when new aerial photography is available, Granville-Person Stormwater Services, under the management of the Stormwater Utility Services Manager, may reconcile the impervious area calculations obtained from the updated GIS data generated from the review process set out in subparagraph iv. Above with aerial imagery data in order to ensure accurate billing data. The budget for this work shall be set out in the annual Work Plan for the applicable review years and shall be performed by such person or persons as shall be determined by Granville County in accordance with its contracting policy following consultation by the Stormwater Utility Services Manager with the Participating Jurisdictions.

2. Shared Administrative Costs for Granville County, Creedmoor, Butner, and Stem. Granville County shall perform the following functions on behalf of Granville County, Creedmoor, Butner and Stem:

- (a) Billing and collections. Granville County will bill and collect stormwater fees on behalf of Creedmoor, Butner, and Stem (the "Participating Granville Municipalities") on the following terms and conditions:
- i. Pursuant to the provisions of Chapter 160A, Article 20, Part One of the General Statutes of North Carolina, and the provisions of G.S. 153A-445 of the General Statutes of North Carolina, Granville County and the Participating Granville Municipalities agree that Granville County will undertake the collection of stormwater utility fees ("Stormwater Management Utility Service Charges") and penalties which the Participating Granville Municipalities may lawfully impose, effective on the 1st day of July, 2012.
 - ii. On and after July 1, 2012, all Stormwater Management Utility Service Charge and penalties due the Participating Granville Municipalities shall be collected by the Granville County Tax Collector and remitted to the respective Participating Granville Municipalities less the fee described in subparagraph iv. below. In addition to the collection efforts described herein, the Granville County Tax Office shall provide basic customer service functions including answering basic questions about bills and referring more complex questions to the appropriate person or entity for further attention.
 - iii. For the purposes hereof, the operation of the office of the Granville County Tax Collector shall be under the supervision of the Granville County Manager, except as herein otherwise provided.
 - iv. For the fiscal year beginning July 1, 2012 and ending June 30, 2013, the Participating Granville Municipalities shall pay to Granville County as reimbursement for its services in billing and collecting Stormwater Management Utility Service Charges and penalties, a fee of one and one-half percent (1.5%) of Stormwater Management Utility Service Charges and penalties collected, said fee to be withheld from each remittance to the Participating Granville Municipality for which such fees and penalties are collected. This Section 2(a) of this Agreement shall continue in effect from year to year so long as the parties are able to agree upon a renewal fee, as hereinafter provided.
 - v. The fee for services herein provided shall be subject to negotiation annually and shall be agreed upon ninety (90) days prior to the end of the current fiscal year. In the event that Granville County and the Participating Granville Municipalities parties or any combination thereof fail to reach an agreement ninety (90) days prior to the end of the current fiscal year then and in that event this Agreement shall terminate at the end of the current fiscal year as to those entities with whom no agreement is reached; provided, however, in the absence of actual communication between the parties, it shall be assumed that both parties consent to a fee of one and one-half percent (1.5%) of taxes and fees collected and this

Section 2(a) of this Agreement shall automatically renew from year to year.

- vi. Records showing separately the amount of Stormwater Management Utility Service Charges and penalties billed and collected for each of the Participating Granville Municipalities and Granville County shall be maintained by the Granville County Tax Collector.
- vii. Separate bonds shall be given by the Granville County Tax Collector and such of his/her assistants and clerks as may be requested or required by each of the Participating Granville Municipalities.
- viii. Each of the Participating Granville Municipalities shall exercise their best efforts to determine which ratepayers are residents of their respective Participating Granville Municipality and shall inform Granville County of their determination. Granville County assumes no liability for the collection of Stormwater Management Utility Service Charges and penalties from residents of the Participating Granville Municipalities who have not been identified as residents thereof by the relevant municipality or for the accuracy of any records provided by the Participating Granville Municipalities.
- ix. Upon the discovery of parcels that have not been properly billed, Granville County or the respective Participating Granville Municipality, as the case may be, shall notify the other of the previous failure to bill and will work in good faith to add such parcel to the billing database.
- x. Unless otherwise specifically designated, a partial payment on a consolidated tax bill shall be proportionately credited against taxes, fees and penalties due each unit or as otherwise required by law.
- xi. The billing records shall be audited annually by Granville County's independent Certified Public Accountant, or each Participating Granville Municipality may, at its own expense, provide for the auditing of the records relating to the fees and penalties due it. In the event of separate audits, the unit desiring the audit to be made shall bear the expense thereof. The Stormwater Management Utility Service Charge and penalty records relating to Stormwater Management Utility Service Charges and penalties due each of the Participating Granville Municipalities shall be available to the respective Participating Granville Municipality, its agents and employees, at all reasonable times.
- xii. In the event that legislative authorization is obtained to collect the Stormwater Management Utility Service Charges and penalties in the same manner as a property tax, the Granville County Tax Collector shall perform all duties imposed by law upon the Municipal Tax Collector (with respect to Municipal taxes) and County Tax Collectors or Sheriffs (with respect to County taxes).

xiii. With respect to delinquent Stormwater Management Utility Service Charges and penalties, Granville County shall report delinquent accounts to the North Carolina Debt Setoff program. Further efforts to collect delinquent accounts by any remedy provided by law for collecting and enforcing private debts shall only be undertaken with the specific authorization of the affected Participating Granville Municipality which shall bear all costs associated with such collection action. In the event that legislative authorization is obtained to collect the Stormwater Management Utility Service Charges and penalties in the same manner as a property tax, with respect to accounts where delinquent tax items and/or Stormwater Management Utility Service Charges and penalties are due both the County and the Town, the Granville County Tax Collector shall report the same to the attorney handling those cases at the same time, and actions for foreclosure of tax liens shall be brought in the name of the County and Town. If taxes are delinquent for one of the taxing units and not to the other, tax suits shall be brought in the name of the unit to which the taxes and/or Stormwater Management Utility Service Charges and penalties are due. All Stormwater Management Utility Service Charges and penalties delinquent for a period of three (3) years shall be reported to the attorney handling the tax foreclosures.

xiv. The Participating Granville Municipalities shall be furnished a report of all tax parcels when it is compiled. All other reports requested by a Participating Granville Municipality that require an additional cost to Granville County will be paid for by the Participating Granville Municipality.

xv. Either the County or any Participating Granville Municipality may, upon appropriate action by said party's governing board, terminate this section 2(a) of this Agreement by giving the other party written notice of termination. The effective date of termination shall be two (2) months from the notice date if such notice is given on or before April 1 of the calendar year and shall be March 31 of the following calendar year if the notice is given after April 1 of the calendar year.

(b) Enhanced Customer Service Support. In conjunction with the Stormwater Utility Services Manager, Granville County shall provide customer service to the Participating Granville Municipalities to supplement the basic customer service provided by the Granville County Tax Collector's Office. Such support shall include, but shall not be limited to, assisting the Stormwater Utility Services Manager and the Granville County Tax Collector in reviewing the accuracy of bills, performing or assisting in database updates as inaccuracies are detected and rectified, and performing such other customer service functions as may be reasonably required to provide a unified customer service function in conjunction with the Stormwater Utility Services Manager.

(c) Other Shared Administrative Costs May Be Added By Mutual Agreement.

Granville County and the Participating Granville Municipalities may agree that other tasks and functions may be added by mutual agreement as shared administrative costs on an Annual Work plan as may be from time to time amended by Granville County and the Participating Granville Municipalities. In addition, functions specifically enumerated herein as shared administrative costs can be deleted by mutual agreement on an Annual Work plan as may be from time to time amended by Granville County and the Participating Granville Municipalities.

3. Jurisdiction Specific Stormwater Costs. Each Participating Jurisdiction, by mutual agreement with another jurisdiction through the Work Plan or separate contract, may acquire, lease as lessor or lessee, construct, establish, enlarge, improve, extend, maintain, own, operate, and contract for any component of said jurisdiction's Stormwater Management Program as defined in each Participating Entity's "Ordinance Establishing A Stormwater Management Utility" from any other Participating Entity.

4. Work Plan. In or before January of each year, the Participating Entities with the coordination of the Stormwater Utility Services Manager shall begin meeting to discuss the services to be provided pursuant to the terms of this Agreement. On or before March 1 of each year, each jurisdiction shall deliver to the Stormwater Utility Services Manager its jurisdiction specific work plan. The jurisdiction specific work plan shall specify which services the jurisdiction proposes to acquire as a Shared Administrative Cost, a Shared Administrative Cost for Granville County and the Participating Granville Municipalities, or a Jurisdiction Specific Stormwater Cost. On or before April 1 of each year, the Stormwater Utility Services Manager shall deliver a proposed Work Plan to each of the Participating Entities that shall take into account each Participating Entity's goals. In doing so, the Stormwater Utility Services Manager shall assist the Participating Entities in coordinating services across the jurisdictions so that resources are allocated in a manner that takes into account each jurisdiction's capabilities and needs in an effort to achieve maximum efficiencies. Subject to such revisions as the Participating Entities may agree on, each Participating Entity shall adopt or reject the final Work Plan on or before May 15 of each year. Such Work Plan shall be attached to this Agreement and shall set out the scope of services to be provided under the terms of this Agreement by each of the Participating Jurisdictions until the Work Plan may be revised or otherwise modified. In the event that a Participating Entity fails to adopt rates, fees, or charges sufficient to fund its share of the Work Plan in accordance with N.C. Gen. Stat. §153A-277(a1)(1) or N.C. Gen. Stat. §160A-314(a1)(1) or otherwise fails to appropriate sufficient funds, the Participating Entity shall fund its share of the Shared Administrative Costs and the Shared Administrative Costs for Granville County and the Participating Granville Municipalities respectively before funding Jurisdiction Specific Stormwater Costs. The Work Plan for fiscal year 2012-2013 is attached hereto and incorporated herein by reference as Exhibit "A".

5. Billing and Collection for Services Hereunder. Each Participating Jurisdiction providing services hereunder shall send an invoice for services provided during the previous calendar month (as defined by the Work Plan) on or before the 20th day of the month following the month in which the services were provided. The Participating Entity receiving an invoice for services hereunder shall pay such invoice, less any amount in dispute, within 21 days of receipt.

6. Designation of Raftelis Financial Consultants, Inc. as Interim Stormwater Services Manager. Until a Stormwater Utility Services Manager is hired as set out herein, Raftelis Financial Consultants, Inc. is designated as the Stormwater Services Manager. In

the event of a vacancy in the position of Stormwater Utility Services Manager, Granville County may take such steps as it in its reasonable discretion feels necessary to fill the position on an interim basis and may appoint one of its existing employees as the interim Stormwater Utility Services Manager.

7. Responsibility for Compliance With Applicable Law. Each Participating Jurisdiction understands and agrees that it is solely responsible for complying with all applicable laws, rules, ordinances, permit requirements and other applicable legal authority related to water quality within its jurisdictional boundaries.

8. Granville-Person Stormwater Services Working Group. Each of the Participating Jurisdictions shall select up to two representatives to meet with representatives from the other Participating Jurisdictions and the Stormwater Utility Services Manager on a regular basis at such times as the Participating Jurisdictions shall determine to coordinate service provision.

9. Methods of Amending this Agreement. This Agreement may be amended by written agreement authorized by the governing bodies of each party and signed by authorized representatives of each party.

10. Term of Agreement-Methods of Terminating the Agreement. The initial term of this Agreement shall be from July 1, 2012 to June 30, 2013, and shall be automatically renewed each fiscal year thereafter unless notice of non-renewal is given in writing at least 6 months prior to the beginning of the fiscal year when termination is intended. This Agreement may also be terminated by court order upon the finding that there has been substantial breach of this agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

11. Enforcement of Agreement. The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement.

12. Failure to Adopt. In the event that any Participating Entity fails to adopt this Agreement, then this Agreement shall be effective with respect to those Participating Entities which adopt this Agreement provided, however, that if Granville County fails to adopt this Agreement, then this Agreement shall be null and void and of no effect. If less than all of the Participating Entities fail to adopt this Agreement, any of the other Participating Entities may withdraw from this Agreement prior to July 1, 2012 by appropriate board action.

13. Amendment of Stormwater Utility Ordinances. Each Participating Jurisdiction shall use its best efforts to give advance notice to other Participating Jurisdictions of any proposed amendments to its "Ordinance Establishing a Stormwater Management Utility."

14. Pre-Audit. This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act as evidenced by the signatures of the finance officers of each of the Participating Jurisdictions as set out on Exhibit B attached hereto and incorporated herein by reference.

15. Entire Agreement. This Agreement is the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

[SIGNATURES ON FOLLOWING PAGES]



ATTEST:

Debra A. Weary
Debra A. Weary, Clerk

GRANVILLE COUNTY

By: Hubert L. Hooch, Jr.
Chairman, Board of County Commissioners

Approved as to form:

[Signature]
County Attorney

PERSON COUNTY

ATTEST:

Brenda B. Reaves, Clerk

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

CITY OF CREEDMOOR

ATTEST:

Korena Weichel, Clerk

By: _____
Mayor, City of Creedmoor

Approved as to form:

City Attorney

TOWN OF BUTNER

ATTEST:

Dianne E. White, Clerk

By: _____
Mayor, Town of Butner

Approved as to form:

Town Attorney

TOWN OF STEM

ATTEST:

_____, Clerk

By: _____
Mayor, Town of Stem

Approved as to form:

Town Attorney

ATTEST:

Debra A. Weary, Clerk

ATTEST:

Brenda B. Reaves, Clerk

ATTEST:

Korena Weichel, Clerk

ATTEST:

Dianne E. White, Clerk

ATTEST:

_____, Clerk

GRANVILLE COUNTY

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

PERSON COUNTY

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

CITY OF CREEDMOOR

By: _____
Mayor, City of Creedmoor

Approved as to form:

City Attorney

TOWN OF BUTNER

By: _____
Mayor, Town of Butner

Approved as to form:

Town Attorney

TOWN OF STEM

By: _____
Mayor, Town of Stem

Approved as to form:

Town Attorney

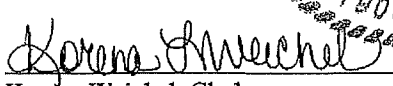
ATTEST:

Debra A. Weary, Clerk

ATTEST:

Brenda B. Reaves, Clerk

ATTEST:



Korena Weichel, Clerk

ATTEST:

Dianne E. White, Clerk

ATTEST:

_____, Clerk

GRANVILLE COUNTY

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

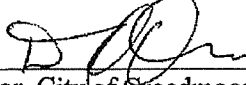
PERSON COUNTY

By: _____
Chairman, Board of County Commissioners

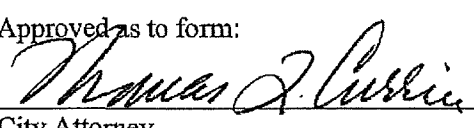
Approved as to form:

County Attorney

CITY OF CREEDMOOR

By: 
Mayor, City of Creedmoor

Approved as to form:


City Attorney

TOWN OF BUTNER

By: _____
Mayor, Town of Butner

Approved as to form:

Town Attorney

TOWN OF STEM

By: _____
Mayor, Town of Stem

Approved as to form:

Town Attorney

ATTEST:

Debra A. Weary, Clerk

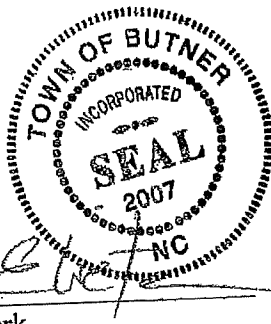
ATTEST:

Brenda B. Reaves, Clerk

ATTEST:

Korena Weichel, Clerk

ATTEST:



Dianne E. White, Clerk

ATTEST:

_____, Clerk

GRANVILLE COUNTY

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

PERSON COUNTY

By: _____
Chairman, Board of County Commissioners

Approved as to form:

County Attorney

CITY OF CREEDMOOR

By: _____
Mayor, City of Creedmoor

Approved as to form:

City Attorney

TOWN OF BUTNER

By: Thomas W. Lane
Mayor, Town of Butner

Approved as to form:

[Signature]
Town Attorney

TOWN OF STEM

By: _____
Mayor, Town of Stem

Approved as to form:

Town Attorney

Finance Director
City of Creedmoor

Clerk

Approved as to form:

Town of Butner

Town Attorney

Mayor

Finance Director
Town of Butner

Clerk

Approved as to form:

Town of Stem

FC. Reynolds, Jr.

Town Attorney

Marcy B Alford

Finance Director
Town of Stem

Marcy B Alford

Mayor

Vicki C Garrett

Clerk

EXHIBIT A

Work Plan for Fiscal Year 2012-2012

Granville County Stormwater Services Program

FY 2012 Work Plan

In accordance with Section 4 of the Interlocal Agreement for the Joint Operation of a Stormwater Management Program, this Work Plan outlines those services Granville County proposes to provide for itself, those it will procure from other Jurisdictions (the Town of Butner, the City of Creedmoor, the Town of Stem, and Person County), and those it will provide to other Jurisdictions.

The following are Stormwater Costs specific to Granville County. They are to be provided by the County and funded in the amount listed:

Cost Description	Cost
UNRBA Dues	\$ 16,422.00
Complaint Response, State Contact, Follow-up on EPSC	\$ 288.92
Floodplain Development Review	\$ 2,861.10
General Falls-Related Staff Time	\$ 3,876.00
Cooperative Extension Staff	\$ 5,692.62
Soil and Water Conservation District Staff	\$ 33,150.00
Billing & Collections Service Cost	\$ 5,115.30
Customer Service Support	\$ 3,508.80
Shared Stormwater Services Manager	\$ 18,540.00
Stage 1 Inventory and Administration	\$ 20,400.00
New Development Program Administration, Reporting	\$ 3,570.00
Stage 1 On-site Wastewater Inventory and Inspections	\$ 43,350.00
On-site Wastewater Remediation Assistance	\$ 25,500.00

The following are Shared Administrative Costs, to be provided by the Service Provider and funded by Granville County in the amount listed:

Service Provider	Cost Description	Cost
Butner	Utility Setup Contract	\$ 10,710.00

The following are Shared Administrative Costs, to be provided by the County and funded by the Jurisdiction Served in the amount listed:

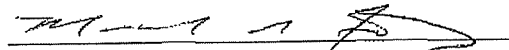
Jurisdiction Served	Cost Description	Cost
Butner	Billing & Collections Service Cost	\$ 5,916.00
Butner	Customer Service Support	\$ 2,774.40
Butner	Shared Stormwater Services Manager	\$ 14,832.00
Creedmoor	Billing & Collections Service Cost	\$ 5,365.20
Creedmoor	Customer Service Support	\$ 1,632.00
Creedmoor	Shared Stormwater Services Manager	\$ 8,652.00
Person	Shared Stormwater Services Manager	\$ 18,540.00
Stem	Customer Service Support	\$ 244.80
Stem	Billing & Collections Service Cost	\$ 469.20
Stem	Shared Stormwater Services Manager	\$ 1,236.00
Stem	Floodplain Development Review	\$ 510.00
Stem	Stage 1 Inventory and Administration	\$ 3,570.00
Stem	New Development Program Administration, Reporting	\$ 1,020.00

In the event that Granville County fails to adopt rates, fees, or charges sufficient to fund its share of the Work Plan in accordance with N.C. Gen. Stat. §153A-277(a1)(1) or N.C. Gen. Stat. §160A-314(a1)(1), the County shall fund its share of the Shared Administrative Costs and before funding Stormwater Costs specific to Granville County.

EXHIBIT B

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Michael S. Felts
Finance Director, Granville County

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Amy Wehrenberg
Finance Director, Person County

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Ren Wiles
Finance Director, City of Creedmoor

PRE-AUDIT CERTIFICATION

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Susan C. Hiscocks
Finance Director, Town of Butner

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Finance Director, Town of Stem

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Finance Director, City of Creedmoor

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Finance Director, Town of Butler

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Finance Director, Town of Stem

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Finance Director, Town of Butner

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James P. Winston II
Finance Director, Town of Stem



Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: June 16, 2021

Title: Stepping Up Initiative Interlocal Agreement Amendment

PURPOSE:

To consider adopting a Resolution authorizing an amendment to the Regional Stepping Up Initiative Program Interlocal Agreement.

BACKGROUND:

Franklin, Granville, Halifax, Vance, and Warren counties previously entered into a Regional Stepping Up Initiative Program Interlocal Agreement. The original agreement is set to terminate as of June 30, 2021. Paragraph 7 of the Agreement may be amended by mutual agreement and the participating counties have expressed an interest in amending the agreement.

Attached for your reference are the original Program Interlocal Agreement, a copy of the Agreement Amendment, and the associated Resolution authorizing the agreement.

The County Managers of the various counties agree that the regional program has been successful and desire to continue the program. The attached amendment, if approved, would continue the program through June 30, 2026.

FUNDING:

Funding to continue the program is included in the 2021-2022 annual budget at the same funding level as 2020-2021.

RECOMMENDATION:

The County Manager recommends approval of the Resolution authorizing the amendment of the Regional Stepping Up Initiative Interlocal Agreement.

ATTACHMENTS:

Resolution Authorizing Stepping Up Agreement Amendment
Stepping Up Agreement Amendment
Stepping Up Interlocal Agreement

ACTION TAKEN:

RESOLUTION
by the
GRANVILLE COUNTY BOARD OF COMMISSIONERS
AUTHORIZING AN AMENDMENT TO INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES

WHEREAS, each of the Participating Counties previously entered into a Interlocal Agreement (Agreement) for the establishment and operation of a Regional Stepping up Initiative Program; and

WHEREAS, the term of the original Agreement, unless terminated earlier, was through June 30, 2021; and

WHEREAS, pursuant to the terms of paragraph 7, the Agreement may be amended by mutual agreement adopted in the same manner prescribed for the adoption of the Agreement under Article 20, Chapter 160A of the N.C. General Statutes; and

WHEREAS, the original Agreement was never terminated and the Participating Counties desire to amend, renew and extend the term of the Agreement; and

WHEREAS, in furtherance of that effort, the Participating Counties propose to amend that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which has been presented to the Board and is attached hereto;

NOW THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners hereby authorize the execution of the aforementioned amendment to the interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.

Adopted this ____ day of June, 2021.

Sue Hinman, Chair
Granville County Board of Commissioners

ATTEST:

Debra A. Weary
Clerk to the Board

NORTH CAROLINA

FRANKLIN, GRANVILLE,
HALIFAX, VANCE and
WARREN COUNTIES

AMENDMENT TO INTERLOCAL AGREEMENT
REGIONAL "STEPPING UP INITIATIVE" PROGRAM

This Amendment Agreement made and entered into by and between Franklin County, Granville County, Halifax County, Vance County and Warren County, collectively referred to herein as the "Participating Counties";

WITNESSETH:

WHEREAS, each of the Participating Counties previously entered into a Interlocal Agreement (Agreement) for the establishment and operation of a Regional Stepping up Initiative Program; and

WHEREAS, the term of the original Agreement, unless terminated earlier, was through June 30, 2021; and

WHEREAS pursuant to the terms of paragraph 7, the Agreement may be amended by mutual agreement adopted in the same manner prescribed for the adoption of the Agreement under Article 20, Chapter 160A of the N.C. General Statutes; and

WHEREAS, the original Agreement was never terminated and the Participating Counties desire to amend, renew and extend the term of the Agreement.

NOW, THEREFORE, BASED ON THE FOREGOING, and for good and valuable consideration, the receipt of which is hereby acknowledged by each of the Participating Counties, it is agreed as follows:

1. **Duration of the Agreement.** The Agreement, unless terminated sooner, shall terminate on June 30, 2026.
2. All of the terms and conditions of the Agreement not specifically amended herein shall remain the same.
3. Each of the Participating Counties acknowledges that this amendment Agreement was adopted by resolution of its county board of commissioners as required under Article 20, Chapter 160A of the N.C. General Statutes, and pre-audited by its Finance Director prior to execution.

IN WITNESS WHEREOF, each of the Participating Counties has caused this amendment Agreement to be executed by it respective board chair, attested by its Clerk and the pre-audit certificate to be attached by its Finance Director, on the dates indicated below the signature of its board chair, in FIVE originals, with an original to be retained by each.

(Separate signature pages follow)

*Franklin County Signature Page
Interlocal Amendment Agreement
Regional Stepping Up Initiative Program*

FRANKLIN COUNTY BOARD
OF COMMISSIONERS:

, Chairman

Date: _____

Attest:

Kristen King,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Franklin County Finance Director

*Granville County Signature Page
Interlocal Amendment Agreement
Regional Stepping Up Initiative Program*

GRANVILLE COUNTY BOARD
OF COMMISSIONERS:

Sue Hinman, Chair

Date: _____

Attest:

Debra A. Weary,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Granville County Finance Director

*Halifax County Signature Page
Interlocal Amendment Agreement
Regional Stepping Up Initiative Program*

HALIFAX COUNTY BOARD OF
COMMISSIONERS:

, Chairman

Date: _____

Attest:

Andrea H. Wiggins,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Halifax County Finance Director

*Vance County Signature Page
Interlocal Amendment Agreement
Regional Stepping Up Initiative Program*

VANCE COUNTY BOARD OF
COMMISSIONERS:

R. Dan Brummitt, Chairman

Date: _____

Attest:

Kelly H. Grissom,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Vance County Finance Director

*Warren County Signature Page
Interlocal Amendment Agreement
Regional Stepping Up Initiative Program*

WARREN COUNTY BOARD OF
COMMISSIONERS:

, Chairman

Date: _____

Attest:

Angelena Kearney-Dunlap,
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Warren County Finance Director

NORTH CAROLINA

FRANKLIN, GRANVILLE,
HALIFAX, VANCE and
WARREN COUNTIES

INTERLOCAL AGREEMENT

REGIONAL "STEPPING UP INITIATIVE" PROGRAM

This Agreement, made and entered into by and between Franklin County, Granville County, Halifax County, Vance County and Warren County, collectively referred to herein as the "Participating Counties";

WITNESSETH:

WHEREAS, each of the Participating Counties is a "unit of local government" as that term is defined by G.S. 160A-460(1); and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into interlocal agreements in order to execute any "undertaking" as that term is defined by G.S. 160A-460(2); and

WHEREAS, pursuant to G.S. 153A-149(b)(6) each of the Participating Counties is authorized to levy property taxes, without rate limitations, for the purpose of cooperation with any other county in providing any of the functions, services or activities listed G.S. 153A-149(b); and

WHEREAS, pursuant to G.S. 153A-149(b)(5), each of the Participating Counties is authorized to levy property taxes, without rate limitations, to provide for the operation of a jail or other local confinement facility, including responsibility for the health and welfare of inmates pursuant to G.S. 153A-225; and

WHEREAS, pursuant to G.S. 153A-149(c)(17) each of the Participating Counties is authorized to levy property taxes, subject to certain rate limitations, for the purpose of cooperation with any other county in providing any of the functions, services or activities listed in G.S. 153A-149(c); and

WHEREAS, pursuant to G.S. 153A-149(c)(22), each of the Participating Counties is authorized to levy property taxes, subject to certain rate limitations, for the purpose of funding its share of the cost of maintaining and administering services offered by or through the Area Mental Health, Developmental Disabilities, and Substance Abuse (hereinafter MH/DD/SA) Authority; and

WHEREAS, the area MH/DD/SA Authority that serves the Participating Counties is Cardinal Innovations Healthcare ("Cardinal"); and

WHEREAS, the Participating Counties desire to participate in a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in their respective jails or detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

WHEREAS, it is desired that a regional Stepping Up Initiative comprised of the Participating Counties be funded from a portion of the revenues appropriated by each of the Participating Counties to the area MH/DD/SA Authority (Cardinal), to organize a regional SUI steering committee, to develop and further the goals and purposes of SUI, and to develop the proposed regional SUI in cooperation and coordination with Cardinal; and

WHEREAS, in order to facilitate the timely payment of administration expenses and other services related to a regional SUI program, it is the desire of Participating Counties to deposit SUI funding with a single source to manage, control and disburse the regional SUI funding;

NOW, THEREFORE, BASED ON THE FOREGOING, and for good and valuable consideration, the receipt of which is hereby acknowledged by each of the Participating Counties, it is agreed as follows:

1. Purpose of the Agreement. The Participating Counties agree to create a regional Stepping Up Initiative program for Franklin, Granville, Halifax, Vance and Warren Counties by forming a steering committee, hiring a coordinator, and jointly funding the expenses of the SUI program in the manner more fully set forth herein.

2. Duration of the Agreement. This Agreement shall be effective as the date of approval of the last of the Participating Counties to approve this Agreement (the "Effective Date"). Unless terminated sooner, this Agreement shall terminate on June 30, 2021.

3. Formation of Steering Committee. A steering committee shall be formed consisting of five members and five alternates, with board of commissioners of each of the Participating Counties appointing one member and one alternate each. The steering committee shall conduct its organizational meeting not less than 30 days following the Effective Date of this Agreement. The steering committee shall meet on a regular basis as a public body in accordance with the public meeting laws of the State of North Carolina, and shall have the duties and responsibilities specifically set forth in this Agreement and generally to develop a program for implementing SUI program on an equitable basis in the Participating Counties.

4. Funding of the Undertaking; Fiscal Administration. It is agreed that Vance County will be responsible for fiscal administration and contracting with respect to the SUI program. Within 30 days of the Effective date, each of the Participating Counties agrees to make the following appropriation and expenditure to Vance County in support of the SUI program for the current fiscal year, it being understood that some or all of the Participating Counties are re-directing funding already appropriated to the support of the area MH/DD/SA Authority (Cardinal):

Franklin County	\$20,000.00
Granville County	\$15,000.00
Halifax County	\$15,000.00
Vance County	\$20,000.00
Warren County	\$15,000.00

With regard to future funding, on or before December 31, 2016, and each December 31st thereafter, the steering committee shall issue its budget plan and funding recommendations to the Participating Counties for the approaching fiscal year. The Participating Counties will disclose their respective funding commitments to the SUI program on or before June 1 of each year under this Agreement. Such commitment to funding shall not preclude a Participating County from amending its funding commitment in the event of unforeseen fiscal or budgetary needs prior to the adoption of its annual budget ordinance.

Vance County shall maintain a separate accounting for the funds. At the direction and request of the Chairman of SUI program steering committee, absent a clear legal objection, Vance County will issue payments for services and administrative expenses for the SUI program from the funds collected pursuant to this Agreement

All payments made on behalf of SUI shall be deemed to have been made proportionately out of the funds provided by each Participating County, unless otherwise designated as applicable to a particular county.

The Vance County Finance Director will make an annual accounting of the funds received and disbursed for the SUI program for the prior fiscal year to each of the Participating Counties on or before August 31st of each year of this Agreement.

Upon the termination of this Agreement, any remaining funds shall be returned to the Participating Counties on a pro-rata basis from the balance of funds on deposit with Vance County, but only after disbursement for any then outstanding expenses.

No payments shall be issued for the purchase of capital assets. Any materials purchased with SUI funds having a value of \$100 or less shall remain with the Participating County in possession of said materials upon termination of this Agreement. Any materials in excess of this amount will be used in determining the proportion of remaining funds held on account to return to the County in possession of such materials.

To the extent of their respective appropriations for a given fiscal year, each of the Participating Counties shall indemnify and hold harmless Vance County for all costs, obligations and expenses which were duly incurred but exceed the funds on deposit with Vance County from time to time.

Each of the Participating Counties shall reimburse Vance County for all costs of litigation defense of any claims and judgments related to serving as the fiscal and contracting administrator under this Agreement, excluding that part of such litigation costs apportioned to Vance County as a Participating County.

5. Engagement of a Facilitator; Other Contracting. The steering committee will make recommendation to Vance County for a Request for Proposals for the engagement of a facilitator to assist the steering committee in the development and implementation of the SUI program. Vance County will issue the request for proposals. The steering committee will review the proposals received and make recommendation to Vance County regarding the award of a contract. Absent a clear legal objection, the recommendation of the steering committee will be followed by Vance County. The same process shall apply to any other proposed contracting related to the SUI program.

6. Administrative Fee to Vance County. Vance County shall be entitled to an administrative fee in an amount equal to 1.5% of the funds received from each of the Participating Counties in support of the SUI program.

7. Amendment of the Agreement. This Agreement may be amended from time to time by mutual agreement adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the N.C. General Statutes. This includes amendments related to the amount of annual funding provided by the Participating Counties.

8. Termination of the Agreement. Notwithstanding Section 2 above, this Agreement may be terminated by mutual consent adopted in the same manner prescribed for the adoption of this Agreement under Article 20, Chapter 160A of the N.C. General Statutes.

9. Withdrawal from the Undertaking. Notwithstanding Sections 2 and 7 above, any Participating County may elect to withdraw from participation in this undertaking by giving written notice to all other Participating Counties not later than April 1 of any year of this Agreement. Withdrawal may only be effective on June 30 of the year that such notice is given. By way of illustration, if a Participating County desires to end its participation in this undertaking on June 30, 2019, it must give written notice to each of the other Participating Counties not later than April 1, 2019. The withdrawing county shall not be entitled to a refund of funds appropriated for the remainder of the fiscal year. The withdrawing county shall be entitled to its full measure of SUI program services during the remainder of the fiscal year. Nothing herein shall prevent a withdrawing county from revoking its withdrawal decision by written notification prior to June 1 of the year in which notice of withdrawal was given.

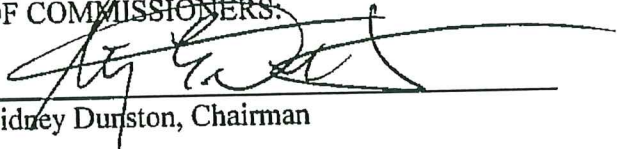
10. Each of the Participating Counties acknowledges that this Agreement was adopted by resolution of its county Board of Commissioners as required under Article 20, Chapter 160A of the N.C. General Statutes, and pre-audited by its Finance Director prior to execution.

IN WITNESS WHEREOF, each of the Participating Counties has caused this Agreement to be executed by its respective Board Chair, attested by its Clerk and the pre-audit certificate to be attached by its Finance Director, on the dates indicated below the signature of its Board Chair, in FIVE originals, with an original to be retained by each.

(Separate signature pages follow)

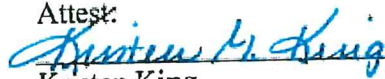
*Franklin County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

FRANKLIN COUNTY BOARD
OF COMMISSIONERS:


Sidney Dunston, Chairman

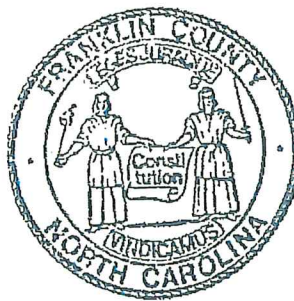
Date: October 24, 2016

Attest:


Kristen King
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.


Franklin County Finance Director



*Granville County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*



GRANVILLE COUNTY BOARD
OF COMMISSIONERS:

Zelodis Jay
Zelodis Jay, Chairman

Date: 11-2-16

Attest:

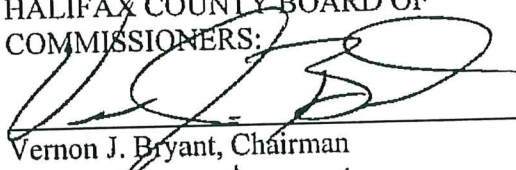
Debra A. Weary
Debra A. Weary
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

Stephen M. M. M. M.
Granville County Finance Director

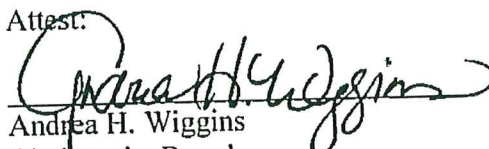
*Halifax County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

HALIFAX COUNTY BOARD OF
COMMISSIONERS:

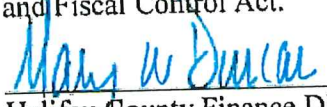

Vernon J. Bryant, Chairman

Date: 10/18/16

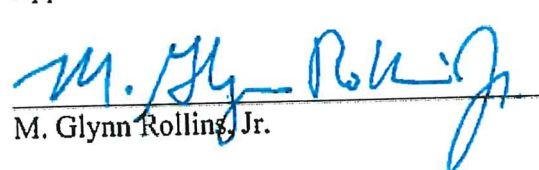
Attest:


Andrea H. Wiggins
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.

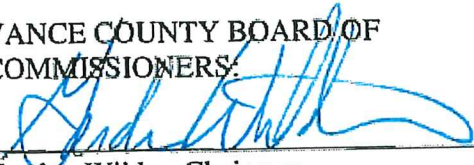

Halifax County Finance Director

Approved as to Form and Legality


M. Glynn Rollins, Jr.

*Vance County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

VANCE COUNTY BOARD OF
COMMISSIONERS:



Gordon Wilder, Chairman

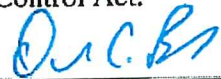
Date: 9-6-16

Attest:



Kelly H. Grissom,
Clerk to the Board

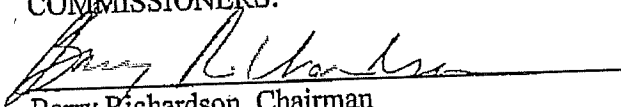
This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.



Vance County Finance Director

*Warren County Signature Page
Interlocal Agreement
Regional Stepping Up Initiative Program*

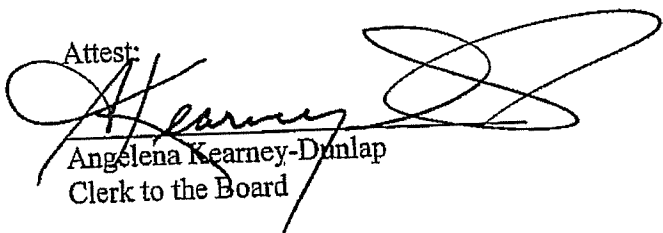
WARREN COUNTY BOARD OF
COMMISSIONERS:


Barry Richardson, Chairman

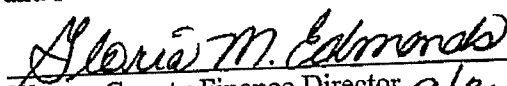
Date: 9-28-16



Attest:


Angelena Kearney-Dunlap
Clerk to the Board

This instrument has been pre-audited in
the manner required by Local Government
and Fiscal Control Act.


Warren County Finance Director 9/30/16



Board of County Commissioners

113 Market Street
Louisburg, NC 27549

Phone: 919.496.5994

Fax: 919.496.2683

www.franklincountync.us

**RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES**

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution of the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville County, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

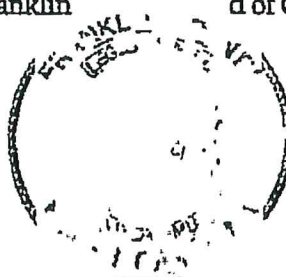
WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which has been presented to the Board and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners do hereby authorize the execution of the aforementioned Interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.

Adopted this 21st day of November, 2016.

Sidne E. Dunston, Chair
Franklin Board of Commissioners

ATTEST:

Kristen G. King, Clerk of the Board

NORTH CAROLINA
GRANVILLE COUNTY

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

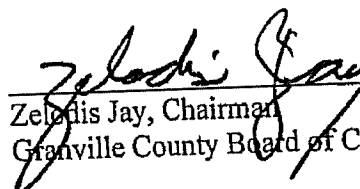
WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution of the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville County, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

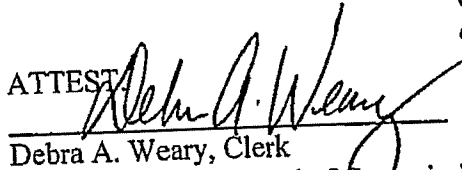
WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which has been presented to the Board and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Granville County Board of Commissioners do hereby authorize the execution of the aforementioned interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.

Adopted this 7th day of November, 2016.


Zeladis Jay, Chairman
Granville County Board of Commissioners

ATTEST


Debra A. Weary, Clerk
Granville County Board of Commissioners



RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

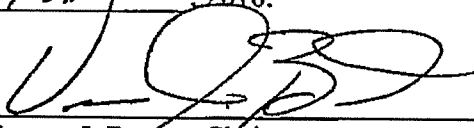
WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

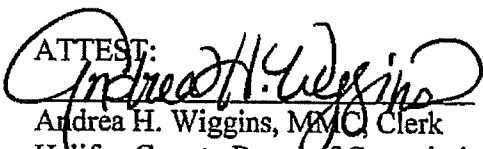
WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which is has been presented to the Board and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Halifax County Board of Commissioners do hereby authorize the execution of the aforementioned interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.

Adopted this 6 day of September, 2016.


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:


Andrea H. Wiggins, MMC, Clerk
Halifax County Board of Commissioners



BOARD OF COUNTY COMMISSIONERS, VANCE COUNTY
122 Young Street, Suite B
HENDERSON, NORTH CAROLINA 27536



RESOLUTION
AUTHORIZING AN INTERLOCAL AGREEMENT FOR
THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN,
GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution of the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville County, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which is has been presented to the Board and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, that the Vance County Board of Commissioners hereby:

1. Authorize the execution of the aforementioned interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.
2. Authorize the Vance County Chairman to execute contracts on behalf of Vance County as the contracting and fiscal agent for SUI in accordance with the recommendations by the SUI steering committee within the amount of total funding appropriated for SUI.

Adopted this 6th day of September, 2016.


Gordon Wilder, Chair
Vance County Board of Commissioners

Attest:


Kelly H. Grissom
Clerk to the Board



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Barry Richardson, Chairman
Bertadean Baker, Vice Chairman
Jennifer Jordan
Tara Davis
Victor Hunt

Linda T. Worth
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

NORTH CAROLINA

WARREN COUNTY

RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE REGIONAL STEPPING UP INITIATIVE IN FRANKLIN, GRANVILLE, HALIFAX, VANCE AND WARREN COUNTIES

WHEREAS, pursuant to G.S. 160A-461 any unit of local government and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the contracts and agreements so undertaken shall be of reasonable duration, as determined by the participating units, and must be ratified by resolution of the governing board of each unit spread upon its minutes; and

WHEREAS, Franklin County, Granville County, Halifax County, Vance County and Warren County (the "Participating Counties") desire to formulate a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI); and

WHEREAS, in furtherance of that effort, the Participating Counties propose to enter into that certain "Interlocal Agreement - Regional Stepping Up Initiative Program", a copy of which has been presented to the Board and is attached hereto;

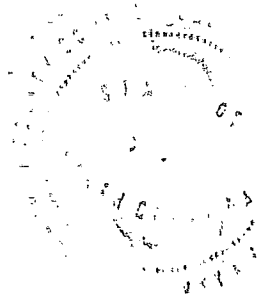
NOW, THEREFORE, BE IT RESOLVED that the Warren County Board of Commissioners do hereby authorize the execution of the aforementioned interlocal agreement by the Chairman of the Board and any other county official or staff deemed necessary, in the form substantially as

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

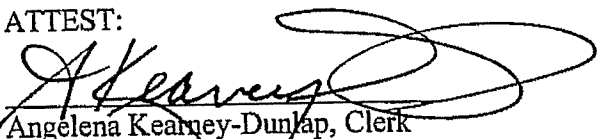
"This institution is an equal opportunity provider and employer."

submitted, but with such minor or clerical amendments prior to execution as may be deemed necessary without further approval of the Board.

Adopted this 6th day of September, 2016.


 9/28/16
Barry Richardson, Chairman
Warren County Board of Commissioners

ATTEST:


Angelena Kearney-Dunlap, Clerk
Warren County Board of Commissioners



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 7, 2021

Title: County Attorney's Report

PURPOSE:

Any matters 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: June 7, 2021

Title: Presentations by County Board Members

PURPOSE:

Board members will make comments.

- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Commissioner Cozart
- Chair Hinman

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department:
Date: June 11, 2021
Title: Any Other Matters

PURPOSE:

Any other matters as needed.

The National Association of Counties (NACo) will hold their annual conference July 9-12, 2021 in Maryland. The previously advertised schedule of meetings of the Granville County Board of Commissioners included a meeting on July 12, 2021. The Board meeting needs to be rescheduled to Tuesday, July 6, 2021.

RECOMMENDATION:

Announce Change of Meeting Schedule.

Granville County Board of Commissioners Change of Meeting Date

The July meeting of the Granville County Board of Commissioners has changed from July 12th to July 6, 2021. The meeting will be held at 7:00 p.m. at the Granville Expo and Convention Center located at 4185 Highway 15 South, Oxford.

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 16, 2021

Title: Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter

PURPOSE:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

ACTION TAKEN: