

Agenda

Granville County Board of Commissioners

June 7, 2021

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, June 7, 2021



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

Consent Agenda

1. Contingency Summary (p. 3)
2. Minutes (p. 5)

Introductions, Recognitions and Presentations

3. South Granville High School Softball Team (p. 71)

Public Hearings

4. Public Hearing Economic Development - Project Home (p. 73)

Public Comments

5. Public Comments (p. 76)

Solid Waste Matters

6. Solid Waste Engineering Services - Task Order #3 (p. 77)

Purchasing

7. Emergency Communications - Motorola SUA III Contract (p. 82)
8. Handheld Backscatter Device Purchase (p. 90)

Budget Matters

9. FY 2021-2022 Budget (p. 97)

Appointments

10. Granville County Planning Board (p. 129)
11. JCPC County Plan and Membership List for Fiscal Year 2021-2022 (p. 130)

County Manager's Report

12. Lease of Office Space for DSS Satellite Office (p. 136)

County Attorney's Report

- 13. Redistricting Firm Recommendation (p. 152)
- 14. County Attorney's Report (p. 158)

Presentations by County Board Members

- 15. Presentations by County Board Members (p. 159)

Any Other Matters

- 16. Any Other Matters (p. 160)

Closed Session

- 17. Closed Session – Personnel (p. 161)



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 3, 2021

Title: Contingency Summary

RECOMMENDATION:

Finance Director recommends approval.

ATTACHMENTS:

Contingency Summary

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary For FY 2020-2021 Budget June 7, 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 Cadinal Innovations grant from FY 2020	\$ 12,500	\$ 2,967,837
9/8/2020	Carry over remaining funds from Human Relations Commissin 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 communations 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 refiancing Series 2010A RZEDB bonds	\$ 55,673	\$ 5,763,663
5/17/2021	Adjust available ROAP Funding	\$ (135,562)	\$ 5,628,101



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: Minutes

PURPOSE:

To approve minutes of the April 19, 2021 Regular Meeting and the April 19, 2021 and May 3, 2021 Board of Equalization and Review Meeting. .

RECOMMENDATION:

Approval

ATTACHMENTS:

April 19, 2021 Draft Minutes
Board of E & R Minutes - April 19, 2021 and April 27, 2021

Board of E & R Minutes - May 3, 2021

ACTION TAKEN:

OXFORD, NORTH CAROLINA
April 19, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, April 19, 2021 at 7:00 p.m., in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chair: Sue Hinman

Commissioners: Jimmy Gooch Zelodis Jay
 Timothy Karan Russ May
 David T. Smith

Tony W. Cozart was absent.

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel

County Attorney: James C. Wrenn, Jr.

News Reporters: Shawn Taylor – Butner-Creedmoor News
David Murray – Oxford Public Ledger

MEETING CALLED TO ORDER

Chair Sue Hinman called the meeting to order at 7:00 p.m. She announced that Commissioner Cozart was absent and excused due to a death. A moment of silence was held. She then recognized Commissioner Timothy Karan for the invocation and Pledge of Allegiance.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the consent agenda as follows:

- (A) Approved the Summary of Contingency and Use of Fund Balance report that showed the following balances:

General Contingency Balance	\$	1,560
School Bond D/S Contingency	\$	100,000
Environmental Disaster Contingency	\$	10,000
General Fund Appropriated Fund Balance	\$	5,763,663

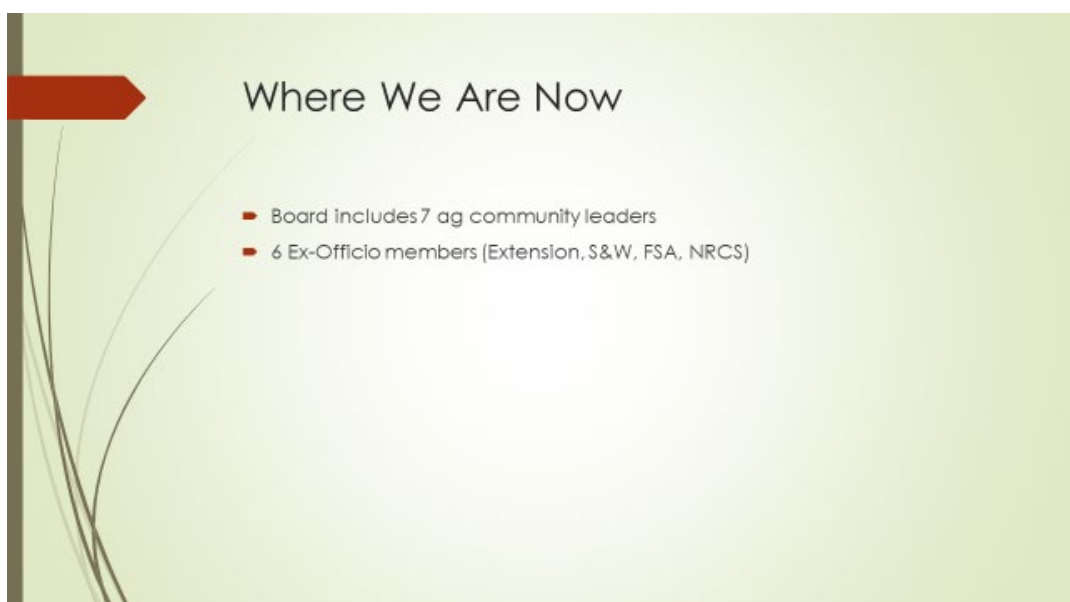
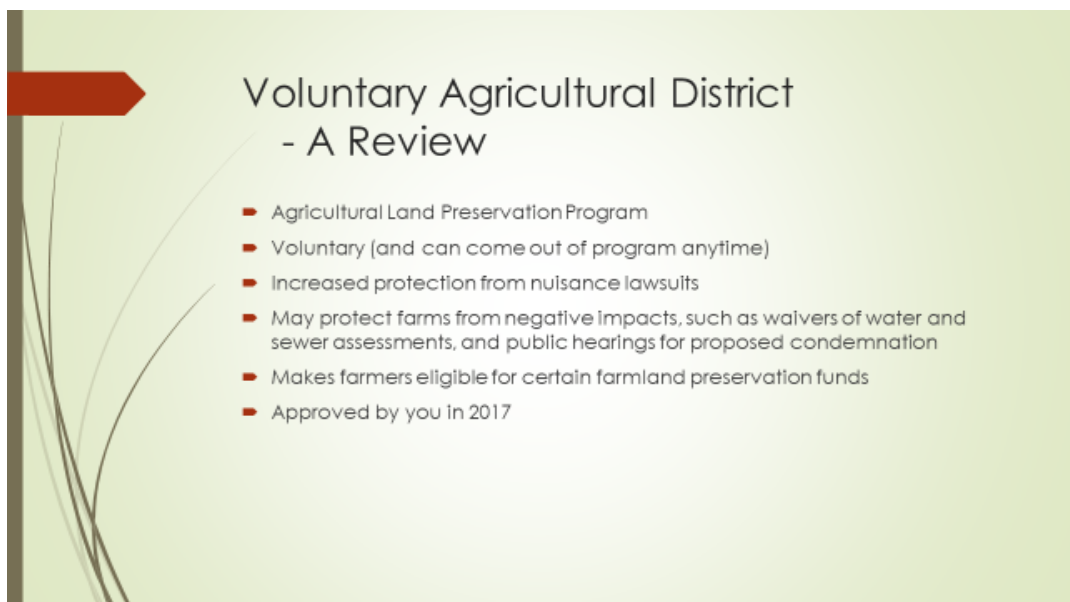
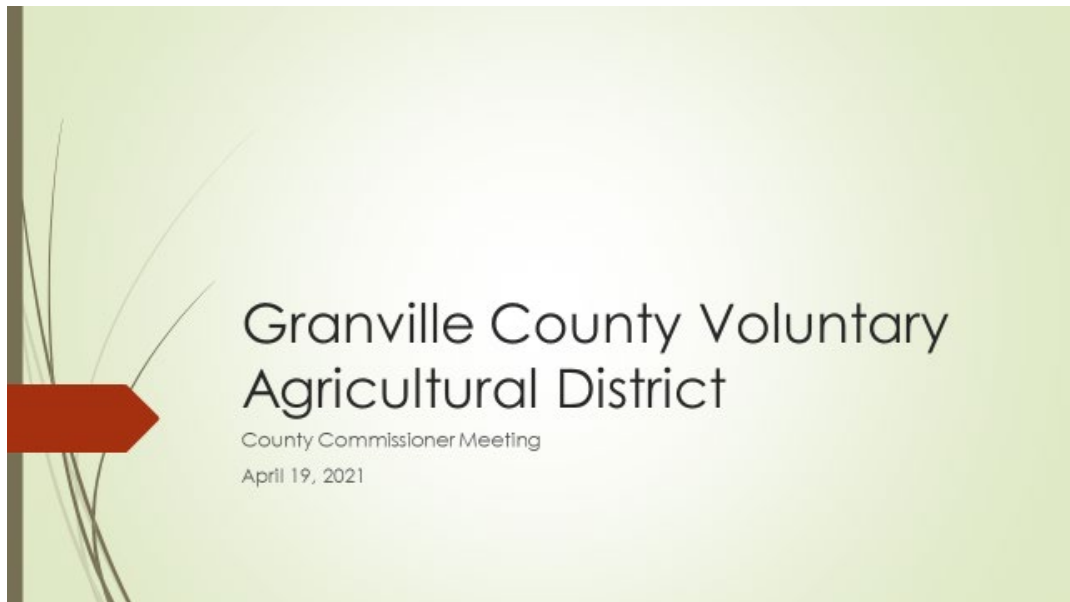
- (B) Approved Minutes of the March 15, 2021 Regular Meeting and the March 29, 2021 Special Joint Meeting.

- (C) Approved the Tax Refunds, Releases and Write-offs as follows:

Refunds	March 2021:	\$1,253.30
Releases	March 2021:	\$1,420.50
Write-offs (\$2 and less)	March 2021:	\$21.51

BOARD HEARD PRESENTATION ON VOLUNTARY AGRICULTURAL DISTRICT PROGRAM

Kim Woods, Livestock Agent, spoke about the Voluntary Agricultural District Program from the following PowerPoint presentation:





Sign Details

- Size – 24X36
- Made by NC Dept of Corrections
- Cost to us \$75
- Cost to landowner \$25
 - Hope to obtain support funds from NC Farm Bureau
- Landowner to install

She noted the signs will be 24 x 36 inches.

Additional Information

- Brochure with program details/cost to be developed to promote program
- Applications & brochures at Extension, S&W/NRCS and FSA offices

When asked, Ms. Woods said they plan to get a list of land owners from the Tax Office and send a letter and brochure about the program to get the information to those that may

qualify. Information will be sent to Farm Bureau to distribute, will be put on Cooperative Extension's website and Facebook page, and will be published in the local newspapers. She also explained that the land has to be enrolled in the Present Use Value Program and explained that means the land is 20 acres of timbered/forested land, 10 acres of agricultural producing crops or 5 acres of horticultural lands.

Chair Hinman thanked Ms. Woods for her work.

DURING PUBLIC COMMENTS, ONE SPOKE ABOUT STREAMING MEETINGS

Shawn Taylor, 5810 Waterford Valley Crescent, Raleigh, NC, Editor of the Butner-Creedmoor News, introduced himself and announced that at this time their paper is running a contest for the "Best of Granville County." He encouraged everyone to vote for the different categories of the competition. He then said that the Board has done a great job with government transparency, but now that the Board is back to in-person meetings some people have reduced access. He said that putting the pandemic aside that technology exists to stream the meetings. He noted that this would be a welcomed addition and he urged the Board to move quickly to do this. He ending by saying it was good to meet the Board.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED ZONING MAP AMENDMENT FOR PROPERTY ON US HIGHWAY 158 EAST OF OXFORD

Chair Hinman said the purpose of the public hearing was to hear public comments on the zoning map amendment (rezoning) petition.

Chair Hinman declared the public hearing open and recognized Barry Baker, Planning Director, for a brief overview.

Barry Baker, Planning Director, 122 Williamsboro Street, Oxford, NC, stated that the Zoning Map Petition was for George Barnes, Applicant, for a portion of parcel with frontage on US Highway 158 east of Oxford. Mr. Barnes requested to rezone a 1.91 acre portion of a parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB). The proposed 1.91 acre parcel would front on US Highway 158 and is currently part of a larger tract currently owned by D.C. Critcher Jr. and Cathy Critcher. The 1.91 parcel proposed for rezoning is currently part of a larger tract that is more specifically identified as Tax Map #193303247406. He noted that all public notices as required by local and state law had been accomplished and that the Planning Board (7-0) recommended approval of the zoning map amendment (rezoning). The agenda included (1) Copy of rezoning petition and map; (2)

Applicant notice to property owners; (3) Written and signed Planning Board Plan Consistency Statement and Small-Scale Rezoning Analysis; (4) Unapproved minute excerpts for agenda item from the March 18, 2021 and March 25, 2021 Planning Board meetings; (5) Copy of the Table of Uses from the Granville County Land Development Ordinance (LDO); (6) Copy of the Use Definitions from the LDO; and, (7) Copy of zoning district vicinity map prepared by zoning staff.

Chair Hinman asked that anyone wishing to speak to come to the podium and state their name and address for the record.

Brent Purdom, 4004 Barrett Drive, Suite 101, Raleigh, NC, with Triangle Site Design said he was present on behalf of George Barnes and would be glad to answer any questions.

When asked if the site was being considered for a Dollar General or what, Mr. Purdom said the site was for a retail store.

With no one else wishing to speak, Chair Hinman asked if the Board had any questions and there were none.

With there being no further questions, Chair Hinman declared the public hearing closed.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the Zoning Map Amendment (Rezoning) Petition from George Barnes to rezone a 1.91 acre portion of a parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB) on US Highway 158 that is currently part of a larger tract currently owned by DC Critcher Jr. and Cathy Critcher and part of a larger tract that is more specifically identified as Tax Map #193303247406, and the plan consistency statement and small-scale rezoning analysis as follows:

AN ORDINANCE THAT AMENDS THE GRANVILLE COUNTY ZONING MAP FOR A PORTION OF PROPERTY OWNED BY DC CRITCHER JR. AND CATHY CRITCHER PETITIONED BY GEORGE BARNES IDENTIFIED AS PORTION OF TAX MAP #193303247406 FROM AGRICULTURAL RESIDENTIAL 40 (AR-40) TO HIGHWAY BUSINESS (HB) AND SERVES AS THE BOARD OF COUNTY COMMISSIONERS' WRITTEN PLAN CONSISTENCY STATEMENT AND SMALL-SCALE REZONING ANALYSIS

Whereas, a zoning map amendment petition has been filed for a change to the Granville County Zoning Map by George Barnes for property as follows:

Z-1-2021 George Barnes, Applicant, Portion of Parcel with frontage on US Highway 158 east of Oxford

George Barnes is requesting to rezone a 1.91 acre portion of a parcel from Agricultural Residential 40 District (AR-40) to Highway Business District (HB). The proposed 1.91

acre parcel would front on US Highway 158 and is currently part of a larger tract currently owned by DC Critcher Jr. and Cathy Critcher. The 1.91 parcel proposed for rezoning is currently part of a larger tract that is more specifically identified as Tax Map #193303247406.

Whereas, the Granville County Planning Board held a public hearing on March 18, 2021, and made a positive recommendation concerning the petition to the Board of County Commissioners 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 Zoning Map 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 and Small-Scale Rezoning Analysis:

**GRANVILLE COUNTY BOARD OF COMMISSIONERS' PLAN CONSISTENCY
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 Office & Industrial. The property is in an area that is a mixture of residential, commercial, office and industrial. A major recommendation is to "encourage commercial and mixed use development in key areas." The proposed lot being considered for rezoning is adjacent to a Highway Business (HB) zoned and would be located on a major highway. A commercial rezoning is consistent with the recommendations of the recently adopted land use plan and is in the public interest as it encourages commercial and mixed use development in the key area near Interstate 85.

**GRANVILLE COUNTY BOARD OF COMMISSIONERS' SMALL-SCALE REZONING
ANALYSIS:**

The proposed rezoning is approximately 1.91 acres. 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 Office & Industrial. The property is in an area that is a mixture of residential, commercial, office and industrial. A major recommendation is to "encourage commercial and mixed use development in key areas." The proposed lot being considered for rezoning is adjacent to a Highway Business (HB) zoned and would be located on a major highway. A commercial rezoning is consistent with the recommendations of the recently adopted land use plan and is in the public interest as it encourages commercial and mixed use development in the key area near Interstate 85.

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

The zoning district for the 1.91 acre portion of DC Critcher Jr. and Cathy Critcher property identified as 1.91 acre portion of Tax Map #193303247406 is hereby changed and amended from Agricultural Residential 40 (AR-40) to Highway Business (HB) on the Granville County Zoning Map.

IN WITNESS WHEREOF, the Board of Commissioners of Granville County, North Carolina has caused this Plan Consistency Statement and Small-Scale Rezoning Analysis and zoning map amendment petition to be approved and adopted.

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

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) REGARDING AMENDMENTS ADOPTED CONSISTENT WITH NORTH CAROLINA GENERAL STATUTE 160D

Chair Hinman said the next item was to hold a public hearing for a Granville County Land Development Code Text Amendment Petition.

Chair Hinman declared the public hearing open and recognized Barry Baker, Planning Director, for a brief overview.

Barry Baker, Planning Director, 122 Williamsboro Street, Oxford, NC, stated that this was a Granville County Land Development Code text amendment petition for amendments to the Land Development Code (LDC) that would incorporate the state-mandated land use regulation changes as required by Chapter 160D of the North Carolina General Statutes. The amendments affect land use regulations related to zoning, public and quasi-judicial hearing processes, subdivisions, and enforcement and the amendments are being made to be consistent with state law. The agenda included: (1) Copy of proposed text amendment petition and language; (2) Copy of County Attorney Chapter 160D Revisions to Proposed Amendments; (3) Copy of Planning Board Written Consistency Statement regarding the proposed amendment; and (4) Unapproved minute excerpts for agenda item from the March 18, 2021 and March 25, 2021 Planning Board meetings. The Planning Board (7-0) recommended approval of the Land Development Code text amendment with the revisions and additions by the County Attorney.

Mr. Baker explained that these are state mandated laws that go into effect July 1st. The major change is that there will no longer be a class of use called a conditional use and changing the names of the class of the uses. There will be no change as to who hears the changes and who makes the decision as it exists now. There are hearing and notice processes that affect hearings and there are changes to orders that Commissioners and the Board of Adjustment issue. He noted that all public notices as required by local and state law had been accomplished

Chair Hinman asked if there was anyone wishing to speak and there were none. She asked if the Board had any questions and there were none.

Chair Hinman declared the public hearing closed.

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved the amendments to the Land

Development Code (LDC) and the plan consistency statement regarding amendments adopted consistent with North Carolina General Statute 160D as follows:

**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

	Permitted Land Use											
Land Use	AR-80	AR-40	R-25	MHPD	HB	NB	I-1	I-2	O/I	Parking	Loading	Other
<i>Agricultural</i>												
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	
<i>Residential</i>												
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 section 32-193
Manufactured Home, post-1976	L	L	L	L	N	N	N	N	N	2/du.	none	see section 32-194
Planned Unit Development	MajS	MajS	MajS	MajS	N	N	N	N	N	2.25	none	see secti

										/d u.		on 32- 195
Manufactured Home Park	N	N	N	L	N	N	N	N	N	2. 25 /d u.	none	see secti on 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	se e ta bl e 03 .1 10 B	none	see secti on 32- 197
Family Child Care Home	L	L	L	L	N	N	N	N	N	se e ta bl e 03 .1 10 B	none	see secti on 32- 199
Home Businesses	L	L	L	L	N	N	N	N	N	se e ta bl e 03 .1 10 B	none	see secti on 32- 198
Home Occupation	L	L	L	L	N	N	N	N	N	se e ta bl e 03 .1 10 B	none	see secti on 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	se e ta bl e 03 .1	1/60, 000 sf.	

										10 B		
College	L	L	L	N	Y	L	N	N	Y	1/ 2 st ud en ts	1/40, 000 sf.	
Institutional	Y	Y	Y	Y	Y	Y	N	N	Y	se e ta bl e 03 .1 10 B	1/60, 000 sf.	
Institutional, Residential	L	L	L	L	Y	Y	N	Y	L	se e ta bl e 03 .1 10 B	1/25, 000 sf.	see secti on 32- 201
Protective Care	MajS	MajS	N	N	MajS	N	Y	N	L	1/ 2 ro o m s	2 sf.	see secti on 32- 202
Public Service	L	L	L	Y	Y	Y	Y	Y	L	1/ e m pl oy ee an d 1 st or ed ve hi cl e	1 per loadi ng bay	see secti on 32- 203
Utilities, Local	L	L	L	Y	L	Y	Y	Y	L	1/ 1, 00 0 sf.	1/2,0 00 sf.	see secti on 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 secti on 32- 205
Bed and Breakfast/Countr y Inn	L	L	L	N	Y	Y	N	N	N	1/ ro o m	none	see secti on

										pl us 2		32- 206
Cattle Merchant Wholesalers	MajS	MajS	N	N	Y	Y	Y	Y	N	1/ 25 0s f.	1.5/b ay	see secti on 32- 236
Commercial Lodging	N	N	N	N	Y	Y	N	Y	N	se e ta bl e 03 .1 10 B	2/40, 000 sf.	
Commercial Retail	N	N	N	N	Y	Y	L	L	N	se e ta bl e 03 .1 10 B	see table 03.1 10C	see secti on 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 secti on 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 pe r 3 st all s	1/40 stalls	see secti on 32- 209
Light Automobile Service	N	N	N	N	Y	Y	Y	Y	N	se e ta	1/20, 000 sf.	

										bl e 03 .1 10 B		
Alcohol, Sales or With Restaurant	N	N	N	N	Y	L	Y	Y	N	12 /1 ,0 00 sf. of G F A	na	see secti on 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 ,0 00 sf. of G F A	na	
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 lo t	2/30, 000 sf.	see secti on 32- 211
<i>Recreation and Amusement</i>												
Campgrounds	MinS €	MinS €	N	N	N	N	N	N	N	1 sp ac e pe r tr av el	1	

										trailer and 3/50 at office		
Commercial Amusement, Indoor	N	N	N	N	Y	L	N	Y	N	see table 03.1 10 B	1	see section 32-212
Commercial Amusement, Outdoor	N	N	N	N	L	L	N	Y	N	see table 03.1 10 B	none	see section 32-213
Horse Shows	MinS €	MinS €	MinS €	MinS €	Y	Y	Y	Y	N	see section 32 - 235	see table 03.1 10C	see section 32-235
Indoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.1 10 B	1	see section 32-214
Outdoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.1 10 B	1	see section 32-215
Riding Stables/Riding Academy	L	L	L	L	Y	Y	Y	Y	N	see section 32 -	see table 03.1 10C	see section 32-192

										19 2		
<i>Industrial Uses</i>												
Convenience Centers	N	MajS	N	N	MinS €	MinS €	L	L	N	1 pe re m pl oy ee on la rg es t sh ift	none	See secti on 32- 237
Disposal	MajS	MajS	N	N	N	N	MajS	MajS	N	1/ ve hi cle	1/ve hicle	see secti on 32- 216
Ethanol/Biodiesel Production Facility	N	N	N	N	N	N	N	L	N	se e ta bl e 03 .1 10 B		see secti on 32- 232
Extraction	N	N	N	N	N	N	MajS	MajS	N	1/ ve hi cle and ac ces s or y	1/ve hicle	see secti on 32- 217
Ground-Mounted Solar Power Energy System "Solar Farm"	N	N	N	N	N	N	MinS €	L	N			see secti on 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 0 and	1/20, 000 sf. or 1/ba y	

										1/ ve hi cl e		
Recycling and/or Storage	MajS	MajS	N	N	N	N	N	Y	N	2/ 1, 00 0 sf.	1.25/ bay	see secti on 32- 218
Utilities, Community/Reg ional	MajS	MajS	N	N	N	N	MajS	MajS	N	1/ 1, 00 0 sf.	1 vehic le	see secti on 32- 219
Warehousing	N	N	N	N	MinS €	N	Y	Y	N	1/ 2, 00 0 sf.	1.5/b ay	see secti on 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 secti on 03.35 3
Designated Group Development	N	N	N	N	L	L	L	L	L	1/ 20 0 sf.	1/25, 000 sf.	see secti on 32- 329
Electronic gaming operation	N	N	N	N	N	N	N	MajS	N	Se e se cti on 32 - 23 4		See secti on 32- 234
General Aviation Airports	N	N	N	N	N	N	N	MajS	N	sp ec ial st ud y	speci al study	see secti on 32- 221
Private Landing Strips	N	MajS	N	N	N	N	N	MajS	N	no ne	none	see secti on 32- 221(c)
Wireless Support Structures and/or Substantial Modification of Wireless	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	se e ar tic le I X	none	see articl e IX

Support Structures												
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	site review	none	
Concrete/Asphalt Batch Plant	N	N	N	N	N	N	L	L	N	special study	1/vehicle	see section 32-227
Contractor's Office	MajS	MajS	N	N	L	L	L	L	N	1/200 sf.	none	see section 32-228
Dog Agility Competition	L	L	L	L	L	L	L	L	L	1/3 attendee	none	See section 32-238
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 section 32-229
Hardship Mobile Home	MinS €	MinS €	MinS €	MinS €	N	N	N	N	N	1/du	none	see section 32-230
Public-Interest Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see section 32-231
Special Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see section 32-232
Temporary Miscellaneous Sales	L	L	L	L	L	L	L	L	L	1/vehicle	none	see section

										cl e	32- 233
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Sec. 32-162. - Accessory uses, residential.

- (3) Accessory residential ethanol/biodiesel fuel production for private use must meet the following standards as a **minor special conditional** use **permit**:

- (4) An application for a proposed wind energy facility (small system) located at a residence must meet the following standards as an accessory use requiring a **minor special conditional** use permit:
 - f. *Application.*
 - 1. A **minor special conditional** use permit application for the proposed wind energy facility shall additionally include:

- (7) **Temporary health care structures (as defined in G.S. 160D-915).**
 - a. **Standards.** Use shall comply with all development standards as established by G.S. 160D-915.
 - b. **Permit Revocation.** Local government may revoke permit following the revocation process in G.S. 160D-915.

Sec. 32-163. - Accessory uses, nonresidential.

Nonresidential uses may have a variety of accessory uses within the principal structure or in separate structures. Food trucks are nonresidential accessory uses and must meet the requirements of section 32-163(9).

- (1) Accessory industrial uses shall be permitted only in the I-1 or I-2 districts and are prohibited elsewhere. Generally, an accessory use shall be essential to or traditionally conducted in association with the principal use which is a permitted, limited, ~~conditional~~ **minor** or **major** special use. Also, residences for watchmen and caretakers shall be permitted as accessory to industrial or institutional uses. Uses not permitted in the district shall be prohibited, except where the uses constitute less than 15 percent of the total floor area of its principal use.

- (6) A wind energy facility (small or large system) shall be allowed as a nonresidential accessory use requiring a **minor special conditional** use permit in all commercial or industrial zoning classifications subject to the following standards:
 - f. *Application.*
 - 1. A **minor special conditional** use permit application for the proposed wind energy facility shall additionally include:

DIVISION 4. - LIMITED, ~~CONDITIONAL~~ **MINOR** AND **MAJOR** SPECIAL USES

Sec. 32-191. - Scope.

This division describes the standards governing individual limited, ~~conditional~~ **minor** and **major** special uses, including:

- (1) Common standards for buffering, location, bulk and scale;
 - (2) Standards of an environmental nature that apply to open space uses; and
 - (3) Standards not easily incorporated into table 03.110A.
- Section 32-192 describes the different categories used in table 03.110A. Sections 32-192—32-233 describe individual limited, ~~conditional~~ **minor** or **major** special uses, or standards that vary from district to district, that could not be summarized in table 03.110A. All limited, ~~conditional~~ **minor** or **major** special uses shall complete a site plan review process so that the standards of this division are met. If the use is to be contained in a subdivision, the lots for such uses shall be so designated.

~~Sec. 32-193.—Mobile homes, pre-1976.~~

~~A mobile home may be relocated from another lot in the county, provided it was legally established within the county on or before March 16, 1998. Legally established shall mean pre-1976~~

mobile homes that were issued a certificate of completion for a manufactured mobile home permit, certificate of completion for an electrical permit for electrical service, or the mobile home was listed as personal property within the county tax administration department on or before March 16, 1998. No such units located outside the county on July 12, 1999, may be relocated to a lot in the county. In addition, mobile homes shall be required to meet the following requirements:

- ~~(1) Exterior finishes shall be in good repair and shall be residential appearance, including but not limited to weatherboard such as conventional vinyl or metal siding, wood siding, shingles, shakes or similar material, but excluding ribbed or corrugated tin or plastic panels.~~
- ~~(2) A continuous uniform foundation enclosure, unpierced except for required ventilation and access, shall be installed. The enclosure may consist of brick, stone or concrete block, wood, vinyl paneling, or metal fabricated for this purpose. Any wood framing for foundation skirting shall be constructed with treated lumber.~~
- ~~(3) Permanent or precast steps shall be constructed or placed at all exterior doors as necessary in compliance with all provisions of state residential building code, G.S. 143-143.15, section 4.8.2.~~
- ~~(4) The towing hitch shall either be removed or permanently screened with shrubbery or with the extension of materials specified in subsection (2) of this section.~~
- ~~(5) All areas not used for parking, the mobile home, or required porches, decks or steps shall be suitably landscaped or graded to prevent soil erosion or to remove surface water without damage to street rights-of-way and surrounding properties.~~
- ~~(6) All standards of this section must be met prior to final inspection by the county inspection department.~~

Sec. 32-194. - Manufactured homes, ~~post 1976~~.

- (a) All ~~post 1976~~ manufactured homes located in AR-80, AR-40, and MHPD zoning districts shall be required to meet: ~~subsections A-F in section 03.311.~~

- (1) Exterior finishes shall be in good repair and shall be residential appearance, including but not limited to weatherboard such as conventional vinyl or metal siding, wood siding, shingles, shakes or similar material, but excluding ribbed or corrugated tin or plastic panels.**
- (2) A continuous uniform foundation enclosure, unpierced except for required ventilation and access, shall be installed. The enclosure may consist of brick, stone or concrete block, wood, vinyl paneling, or metal fabricated for this purpose. Any wood framing for foundation skirting shall be constructed with treated lumber.**
- (3) Permanent or precast steps shall be constructed or placed at all exterior doors as necessary in compliance with all provisions of state residential building code, G.S. 143-143.15, section 4.8.2.**
- (4) The towing hitch shall either be removed or permanently screened with shrubbery or with the extension of materials specified in subsection (2) of this section.**
- (5) All areas not used for parking, the mobile home, or required porches, decks or steps shall be suitably landscaped or graded to prevent soil erosion or to remove surface water without damage to street rights-of-way and surrounding properties.**
- (6) Stairs, porches, entrance platforms, ramps, and other means of entrance and exit to and from the manufactured home shall be installed or constructed in accordance with the standards set by the North Carolina Building Code, free standing or attached firmly to the primary structure and anchored securely to the ground.**
- (7) All standards of this section must be met prior to final inspection by the county inspection department.**

- (b) All ~~post 1976~~ manufactured homes located in a R-25 zoning district shall be required to meet the following requirements:

- (1) The manufactured home has a length not exceeding four times its width, with the length measured along the longest axis and the width measured at the narrowest part of the axis.**
- (2) The manufactured home has a minimum of 960 square feet of enclosed and heated living area per dwelling area.**

- (3) The pitch of the roof of the manufactured home has a minimum vertical rise of two feet for each 12 feet of the horizontal run and the roof is finished with a type of shingle that is commonly used in standard residential construction.
- (4) The exterior siding consist predominantly of vinyl or aluminum horizontal siding (whose reflectivity does not exceed that of gloss white paint), wood, hardboard, comparable in composition, appearance and durability to the exterior siding commonly used in standard residential construction.
- (5) ~~The manufactured home is set up in accordance with the standards set by the North Carolina Department of Insurance.~~ Screening of the foundation area shall be by a continuous, permanent masonry foundation or masonry curtain wall, which is in accordance with the North Carolina Building Code, unbroken except for required ventilation and access, and which is installed under the perimeter of the manufactured home.
- (6) Stairs, porches, entrance platforms, ramps, and other means of entrance and exit to and from the manufactured home shall be installed or constructed in accordance with the standards set by the North Carolina Building Code, free standing or attached firmly to the primary structure and anchored securely to the ground.
- (7) The moving hitch, wheels and axles, and transporting lights have been removed.
- (8) All standards of this section must be met prior to final inspection by the county inspection department.**

Sec. 32-196. - Manufactured home park or subdivision.

(a) Mobile home units shall all meet the following:

- (1) All mobile homes shall have skirting completely enclosing the perimeter of the trailer in materials compatible with the exterior of the unit or shall be enclosed by other building materials and in a manner approved by the county building inspector. Every mobile home shall have a 24-inch by 36-inch access door to crawl space under the trailer.
- (2) No living compartment or structure other than a Florida room, or other prefabricated structure specifically designed for mobile home use or extension shall be added to any mobile home.
- (3) No more than one mobile home or trailer, whether occupied or not, shall be parked on any one mobile home space.
- (4) No mobile home park shall permit a recreation vehicle as defined by this chapter to locate within its boundaries for periods greater than 48 hours if used for any dwelling purposes whatsoever.
- (5) ~~Mobile homes shall bear the label of certification which complies with the National Mobile Home Construction and Safety Standard adopted by the U.S. Department of Housing and Urban Development.~~
- (56) All mobile homes shall have two complete sets of steps made of precast concrete, concrete blocks with mortar, metal or wood steps as approved by the county building inspector.

Sec. 32-208. - Heavy retail and service.

- (a) Establishments that temporarily store vehicles, or permanently store utility trailers and/or utility buildings shall meet the following standards:
 - (1) A minimum of one acre shall be required for the entire business unless the lot is a lot of record as defined elsewhere in this chapter. The storage yard area shall not be greater than 40,000 square feet and shall be surrounded by a visually impermeable fence at least six feet in height on all sides, regardless of other adjacent districts or regulations within this chapter. At the board of adjustment's discretion, the impermeability of portions of this fence may be waived if the yard is already encompassed by natural growth or barriers which sufficiently screen the area. All structures, including fencing, shall meet the setback requirements.
 - (2) A vehicular storage facility shall not store vehicles for a period greater than 30 days unless requested or ordered by a law enforcement agency.
 - (3) In the HB district, no salvaging of parts of any kind shall be associated with temporary vehicular and/or permanent utility trailer or utility building storage facilities. Proof of salvaging of vehicles, utility buildings and/or utility trailers under the provisions of the

minor special conditional use permit shall be grounds for immediate revocation of the **minor special conditional** use permit, as well as any other legal remedies the county may choose to enjoin.

Sec. 32-213. - Commercial amusement, outdoor.

Commercial amusement uses shall meet the following:

- (1) The use shall have only one lot line facing residential.
- (2) Closing hours shall be limited to 10:00 p.m. and lighting turned off within one-half hour after closing. Facilities seeking to remain open after this time must apply for and receive approval of a **minor special conditional** use permit.
- (3) The land development administrator shall review the facility and may prohibit landscaping or design that is unnatural or a problem for residential neighbors in terms of the materials or other design features.

Sec. 32-219. - Utilities, community/regional.

- (2) Natural gas fuel power generation, including switching stations and power substations constructed for the purpose of connection to the power transmission lines shall meet all of the following:
 - a. Provide a setback of 100 feet from all exterior property lines and road rights-of-way, including retaining all natural vegetation of trees of at least five feet or more in height and all natural undergrowth with the setback area stated; or if not existing on portions of the property, the placement of new trees of not less than three feet in height and one foot shrubs based on a landscaping plan determined necessary by the land development administrator to provide a natural buffer within the required setback area. The board of commissioners under the **major** special use permit authority may require a greater buffer or natural vegetation requirement than stated, if deemed necessary.
 - b. All structures proposed above the maximum height stated in table 04.100B, Bulk Standards, for that zoning district shall be documented by the applicant to the board of commissioners justifying the additional height and approved by the board of commissioners upon a finding of fact that issuing the **major** special use permit is the minimum necessary to serve the use and provide the least adverse visual effects of the structure through careful design, siting, landscaping screening and innovative camouflaging techniques. The maximum additional height that may be granted by the board is 100 feet.

Sec. 32-236. - Cattle merchant wholesalers (1997 NAICS 422520).

Cattle merchant wholesalers (1997 NAICS 422520) may be located in the AR-80 and AR-40 districts on nonarterial roads if the following conditions are met and the applicant obtains a **major** special use permit pursuant to section 32-1101 of this chapter:

Sec. 32-262. - District performance standards.

- (d) The maximum height of buildings or structures is as shown in Table 04.100A; provided, however, that church spires, belfries, cupolas, domes not intended for human occupancy, electrical transmission towers, recreational ball field light stanchions, flagpoles, grain elevators, ~~amateur ham radio and citizen band antenna towers~~, and similar structures that are not capable of being occupied by humans, and public fire observation towers can be built to a maximum height of 80 feet. **Amateur ham radio and citizen band antenna towers not capable of being occupied by humans can be built to a maximum height of 90 feet.** The height limitations set forth in the preceding sentences for the specific buildings or structures listed above may only be exceeded if an applicant applies for, is granted, and complies with the terms of a **minor special conditional** use permit in accordance with the provisions of this chapter applicable to **minor special conditional** use permits.

Sec. 32-263. - Lot standards for PUDs

- (b) Access to a primarily residential PUD may be allowed through a neighborhood business zoning district provided such access is approved as a component of a **major** special use permit.

Sec. 32-265. - Planned unit development plan notation regarding Voluntary Agricultural District designation.

A planned unit development **major** special use site plan shall designate the existence of any Voluntary Agricultural District located within one mile of the proposed planned unit development. The designation shall be a note on the plan that states: "There is land located within one mile of this planned unit development that is designated a Voluntary Agricultural District. The current tax map number of the property designated a Voluntary Agricultural District is _____."

Sec. 32-311. - Statutory authorization.

The legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; ~~Parts 3 and 4 of Article 18 of Chapter 153A;~~ **Article 7, 9, 11 of Chapter 160D;** and ~~Part 121,~~ Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Sec. 32-315. - Flood damage prevention definitions.

Unless specifically defined below, words or phrases used in this division shall be interpreted so as to give them the meaning they have in common usage and to give this division its most reasonable application.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials. **Unless the context clearly indicates otherwise, the term means: (a) The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure; (b) excavation, grading, filling, clearing, or alteration of land; (c) the subdivision of land as defined in N.C.G.S. 160D-802; or (d) the initiation or substantial change in the use of land or the intensity of use of land. This definition does not alter the scope of regulatory authority granted by the Articles of this Chapter (N.C.G.S. 160D).**

Manufactured home or mobile home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle-," **and includes a structure as defined in G.S. 143-145(7).**

Sec. 32-353. - Establishment of watershed areas.

State Law reference— Authority to establish county service districts, G.S. ~~160D-926 153A-300 et seq.~~; authority to create watershed improvement programs, G.S. ~~160D-926 153A-440.1.~~

Sec. 32-391. - Authority.

The county board of commissioners is authorized to adopt this division pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; G.S. ch. 143-214.7 and rules promulgated by the Environmental Management Commission "the commission" thereunder; **North Carolina General Statute Chapter 143-215.6A;** ~~Chapter 153A-454;~~ and, ~~Chapter 153A, Article 18 (Parts 1, 2 and 3)~~ **North Carolina General Statute Chapter 160D-925.**

Sec. 32-497. - Table of permitted signs.

- (a) Districts in which particular signs are permitted as a use by right, and no permit is required, are indicated by an X.
- (b) Districts in which particular signs are permitted upon procurement of a permit are indicated by a P.
- (c) Districts in which particular signs are permitted as a **minor special conditional** use upon approval of the board of adjustment are indicated by a **MinS C.**

- (d) Districts in which particular signs are prohibited are indicated by an N.
- (e) Districts in which particular signs are limited uses are indicated by "L." Limited signs require the issuance of a zoning permit.

TABLE 07.105
PERMITTED SIGNS

	Zoning Districts						
Sign Type	AR-80	AR-40	R-25	MHPD	HB	NB	I-1
Nameplates and identification signs	X	X	X	X	X	X	X
Real Estate Signs	X	X	X	X	X	X	X
Church or Public Bulletin Boards	X	X	X	X	X	X	X
Governmental and Utility Signs	X	X	X	X	X	X	X
Government Mandated Signs	X	X	X	X	X	X	X
Construction Site Placards	X	X	X	X	X	X	X
Window Signs	X	X	X	X	X	X	X
Directional Signs	X	X	X	X	X	X	X
Agricultural Signs	X	X	X	X	X	X	X
Residential Entrance and Exit Sign (small)	X	X	X	X	N	N	N
Residential Entrance and Exit Sign (large)	P	P	P	P	N	N	N
Freestanding On-Site Identification Sign	N	N	N	N	P	P	P
Wall Mounted Sign	N	N	N	N	P	P	P
Portable Signs	N	N	N	N	P	P	P
Outdoor Advertising	MinS €	MinS €	N	N	MinS €	MinS €	MinS €

Signs (Billboards)							
Nonresidential Entrance and Exit Sign	N	N	N	N	P	P	P
Institutional Land Use Signs in Residential Zoning Districts:							
Free-standing On-site Identification Sign	L	L	L	L	N/A *	N/A *	N/A *
Wall Mounted Sign	L	L	L	L	N/A *	N/A *	N/A *
Off-Premises Directional	L	L	L	L	L	L	L

* Commercial and industrial zoning district sign standards apply for institutional land use free-standing on-site identification signs and wall mounted signs.

X	=	Permitted as a use by right; no permit is required.
P	=	Permitted upon procurement of a permit.
MinS	=	Permitted as a minor special conditional use upon approval of the
€	=	board of adjustment.
N	=	Prohibited.

Sec. 32-521. - Required.
(d) Any required removal of a nonconforming outdoor advertising sign by the local government shall follow the provisions of GS 160D-912.

Sec. 32-552. - Authority.
 This article is adopted under the authority granted by **North Carolina General Statute Chapter 160D-904 and North Carolina General Statute Chapter 63, Article 4 G.S. ch. 63, art. 4** which statutes are adopted herein by reference as if a part hereof to the extent said statutes are not inconsistent with the terms of this article.

- Sec. 32-559. - Airport height permits.
- (d) *Variances:*
- (1) Any person desiring to erect any structure, or increase the height of any structure, or otherwise use his property, in violation of regulations set forth in this article, may apply to the board of adjustment for a variance from the regulations herein. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship and the relief granted would not be contrary to the public interest or create a hazard to air navigation, but do substantial justice and be in accordance with the spirit of this article and **North Carolina General Statute Chapter 160D-705 and North Carolina General Statute Chapter 63, Article 4 G.S. Ch. 63, art. 4.**

Sec. 32-563. - Judicial review.
 Any person aggrieved by any decision of the board of adjustment, or any taxpayer, or any officer, department, board or bureau of the county may present to the superior court a verified petition requesting a review of the decision of the board of adjustment as set forth in **North Carolina General Statute Chapter 160D-1401 and North Carolina General Statute 63, Article 4 G.S. ch. 63, art. 4.**

Sec. 32-564. - Enforcement and remedies.

Each violation of this article or G.S. ch. 63, art. 4, or of any regulations, order or ruling promulgated or made pursuant to this article or G.S. ch. 63, art. 4, shall constitute a class 3 misdemeanor, and each day a violation continues to exist shall constitute a separate offense. In addition, the county may institute in any court of competent jurisdiction, an action to prevent, restrain, correct or abate any violation of this article or G.S. ch. 63, art. 4, or of any order or ruling made in connection with the administration or the enforcement thereof and the court shall adjudge to the plaintiff such relief, by way of injunction (which may be mandatory) or otherwise, as may be proper under all the facts and circumstances of the case, in order fully to effectuate the purposes of this article and of G.S. ch. 63, art. 4 and orders and rulings made pursuant thereto. **For further reference, see North Carolina General Statute Chapter 160D-404.**

Sec. 32-566. - Purpose and legislative intent.

The Telecommunications Act of 1996 and **North Carolina General Statute Chapter 160D, Article 9, Part 3** ~~G.S. 153A-349.51A~~ affirms the county's authority concerning the placement, construction and modification of wireless facilities and wireless support structures. The county board of commissioners finds that wireless facilities and wireless support structures may pose vulnerability to the health, safety, public welfare and environment of the county and its inhabitants. The county also recognizes that facilitating the development of wireless service technology can be an economic development asset to the county and of significant benefit to the county and its residents. In order to insure that the placement, construction or modification of wireless facilities and wireless support structures are consistent with the county's land development and land use policies, the county is adopting a single, comprehensive, wireless facilities and wireless support structures application and permit process. Further, the deployment of wireless infrastructure is critical to ensuring first responders can provide for the health and safety of all residents of North Carolina and that, consistent with Section 6409 of the Federal Middle Class Tax Relief and Job Creation Act of 2012, 47 U.S.C. § 1455(a), which creates a national wireless emergency communications network for use by first responders that in large measure will be dependent on facilities placed on existing wireless communications support structures. The intent of this article is to:

Sec. 32-568. - Severability.

- (b) Any **major** special use permit or antenna collocation permit issued under this article shall be comprehensive and not severable. If part of a permit is deemed or ruled to be invalid or unenforceable in any material respect, by a competent authority, or is overturned by a competent authority, the permit shall be void in total, upon determination by the county board.

Sec. 32-571. - Definitions.

***Applicable codes* means the North Carolina State Building Code and any other uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization together with State or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.**

***Application* means a formal request submitted by an applicant to the local government for a permit to collocate wireless facilities or to approve the installation, modification, or replacement of a utility pole, city utility pole, or a wireless support structure to the county to construct or modify a wireless support structure or a wireless facility.**

***Building permit* means an official administrative authorization issued by the local government ~~county~~ prior to beginning construction consistent with the provisions of G.S. 160D-1110 ~~153A-357~~.**

***City right-of-way* means a right-of-way owned, leased, or operated by a city, including any public street or alley that is not a part of the State highway system.**

City utility pole means a pole owned by a city in the city right-of-way that provides lighting, traffic control, or a similar function.

Collocation means the placement, ~~or~~ installation, **maintenance, modification, operation, or replacement** of wireless facilities on, **under, within, or on the surface of the earth adjacent to** existing structures, including **utility poles, city utility poles** ~~electrical transmission towers~~, water towers, buildings, and other structures capable of structurally supporting the attachment of wireless facilities in compliance with applicable codes. **The term does not include the installation of new utility poles, city utility poles, or wireless support structures.**

Communications facility means the set of equipment and network components, including wires and cables and associated facilities used by a communications service provider to provide communications service.

Communications service means cable service as defined in 47 U.S.C. 522(6), information service as defined in 47 U.S.C. 153(24), telecommunications service as defined in 47 U.S.C. 153(53), or wireless services.

Land development regulation means any ordinance enacted pursuant to **North Carolina General Statute Chapter 160D** ~~G.S. ch. 153A, art. 18, pt. 3B.~~

Major ~~Special~~ use permit means the official document or permit by which an applicant is allowed to construct and use wireless support structures as granted or issued by the county.

Micro wireless facility means a small wireless facility that is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Small wireless facility means a wireless facility that meets the following qualifications: 1) Each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements, if enclosed, could fit within an enclosure of no more than 6 cubic feet. 2) All other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet. For the purposes of this sub-subdivision, the following types of ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power and other services, or other support structures.

Substantial modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

(1) Increasing the existing vertical height of the structure by the greater of:

a. More than ten percent, or

b. The height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.

(2) Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of:

a. More than 20 feet, or

b. More than the width of the wireless support structure at the level of the appurtenance.

c. ~~(3)~~ Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

Utility pole means a structure that is designed for and used to carry lines, cables, ~~or~~ wires, **lighting facilities, or small wireless facilities** for telephone, cable television, or electricity, ~~or to provide lighting, or wireless services.~~

Wireless facility means ~~the set of equipment and network components, exclusive of the underlying wireless support structure or tower, including antennas, transmitters, receivers, receivers base stations, power supplies, cabling, and associated equipment necessary to provide wireless data and wireless telecommunications services to a discrete geographic area~~ **equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless communications and (ii) radio transceivers, antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term does not include any of the following:**

- a. The structure or improvements on, under, within, or adjacent to which the equipment is collocated.
- b. Wireline backhaul facilities.
- c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or city utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means any person with a certificate to provide telecommunications service in the State who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures for small wireless facilities but that does not provide wireless services.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a new or existing structure, such as a monopole, lattice tower, or guyed tower that is designed to support or capable of supporting wireless facilities. A utility pole **or a city utility pole** is not a wireless support structure.

Sec. 32-572. - New wireless support structures.

- (c) All new wireless support structures shall be subject to approval of a **major** special use permit.
- (d) **In the event the County receives an application for a qualified Small Wireless Facility as that term is defined by NC Statutes 160D-931 or 47 CFR §1.6002, the County shall process and adjudicate such application in accordance with applicable state and/or federal law, including but not limited to Orders and Rule makings of the Federal Communications Commission.**

Sec. 32-575. - Collocations and eligible facilities requests of wireless support structures.

- (a) A **major** special use permit is not required for a wireless support structure collocation or eligible facilities requests of wireless support structures if the work does not constitute a substantial modification of a wireless support structure.

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 **major** special use permit.

Sec. 32-578. - Overall policy and desired goals for **major** 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 **major** 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 **major** special use permit for a wireless support structure;
- (2) Establishing a policy for examining an application for and issuing a **major** special use permit for wireless support structure that is both fair and consistent;
- (3) Establishing reasonable timeframes for granting or not granting a **major** special use permit for a wireless support structure, or recertifying or not recertifying, or revoking the **major** 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.

Sec. 32-579. – **Major** ~~S~~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 **major** special use permit for a wireless support structure. Notwithstanding anything to the contrary in this section, no **major** special use permit shall be required for those exceptions noted in the definition of wireless support structures. All applicants for a **major** special use permit and or any modification of such facility shall comply with the requirements set forth in this section.

(3) Wireless support structure requiring a **major** special use permit shall not be installed or constructed until the site plan is reviewed and approved by the board, and the **major** special use permit has been issued.

(4) An application for a **major** 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.

(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 **major** 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.

(20) The board is the officially designated agency or body of the community to whom applications for a **major** 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 **major** 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 **major** special use permits for wireless support structures.

(21) The county may conditionally approve a **major** 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.

(23) A person who holds a **major** 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.

(24) A holder of a **major** 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.

(25) The holder of a **major** 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.

Sec. 32-580.1. - Exceptions from a **major** 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.

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

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

(1) Such **major** special use permit shall be nonexclusive;

(2) Such **major** 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 **major** 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 **major** special use permit.

Sec. 32-580.3. - Application fee.

At the time that a person submits an application for a **major** 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.

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

In order to verify that the holder of a **major** 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.

Sec. 32-580.6. – **Enforcement Remedies Fines.**

(a) In the event of a violation of this article or any **major** special use permit or antenna collocation permit issued pursuant to this article, the board may impose and collect, and the holder of the **major** special use permit or antenna collocation permit on wireless support structures shall pay to the county, fines or penalties as set forth **in Section 32-1183 and 32-1184 of this Chapter not inconsistent with any enforcement remedy allowed pursuant to North Carolina General Statute Chapter 160D 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.~~

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 **major** special use permit or antenna collocation permit, then the board or ordinance administrator shall notify the holder of the **major** 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 **major** 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 **major** special use permit or antenna collocation permit for wireless facility and/or wireless support structures, and shall notify the holder of the **major** special use permit within 48 hours of such action.

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:
- (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 **major** 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 **major** 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 **major** 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 **major** special use permit or antenna collocation permit holder.
- (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 **major** 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 **major** 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.

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

- (a) To the extent that the holder of a **major** 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 **major** 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 **major** special use permit or antenna collocation permit for a wireless facility and/or wireless support structure, then the holder of such a **major** 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.

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 **North Carolina General Statute 160D-932** ~~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.

Sec. 32-582. - Applicability.

- (a) All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and includes all division of land involving the dedication of a new street or change in existing streets; however, the following is not included within this definition and is not subject to any regulations enacted pursuant to G.S. **160D-802** ~~153A-330~~:

Sec. 32-581. - Purpose.

The purpose of this article is to: **provide for the orderly growth and development of the county; for coordination of transportation networks and utilities within proposed subdivisions with existing or planned streets and highways and with other public facilities; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions that substantially promote public health, safety, and the general welfare.**

- ~~(1) Ensure that new subdivision developments will have a safe potable water supply and an adequate sewage disposal system.~~
- ~~(2) Ensure proper design and adequate construction of roads, drainage facilities and utilities.~~
- ~~(3) Assure quality in the design of land developments in the county and the equitable allocation of costs involved between those who shall benefit financially from the development and the taxpaying public as a whole.~~
- ~~(4) Provide assurance to the county resident who purchases property within subdivisions that site improvements have been made in accordance with the requirements of this chapter, thereby protecting the long term value of the property.~~
- ~~(5) Prevent the pollution of air, streams and watersheds; protect the water table; and encourage the rational and efficient utilization and management of natural resources~~

~~throughout the county in order to preserve the integrity, stability and beauty of the community and the value of the land.~~

Sec. 32-951. - Responsibility.
The responsibility for major actions required by this chapter is set forth in this article. The following codes are used in table 20.110 to indicate responsibility. A group may have more than one responsibility, such as typically holding a hearing in addition to taking any action. Furthermore, regardless of the appeal notation, all decisions are appealable to the courts in accordance with state law.

R	=	The body makes recommendations to the decision-makers.
H	=	The body must hold a legislative public hearing.
D	=	The body makes the final decision.
A	=	The body hears an appeal to the decision.
Q	=	The body must hold an evidentiary quasi-judicial hearing.

TABLE 20.110
PROCEDURAL RESPONSIBILITIES

	Administrative Boards			
Type of Action	County Board of Commissioners	Planning Board	Board of Adjustment	Land Development Administrator
<i>Discretionary</i>				
Minor Special Conditional Use			DQ	R
Major Special Use	DQ			R

Sec. 32-971. - Powers, duties.
The board of commissioners shall have the following powers and duties under this chapter:

- (1) Any power or duty provided by table 20.110.
- (2) To appoint members of the planning board.
- (3) To appoint members of the board of adjustment.
- (4) To establish vested right for **major** special uses.
- (5) Any other power or duty provided for by state law.

Sec. 32-991. - Planning board.

- ~~(1) To review, hear, consider and make recommendations to approve or disapprove applications for zoning map and text amendments as indicated in table 20.110.~~
- ~~(2) To hear, review, consider and approve preliminary plats for major subdivisions, and hear review and consider appeals for final plats for major and minor subdivisions.~~
- ~~(3) To initiate, prepare or cause to be prepared a zoning or land development ordinance or amendments and make recommendations to the board of commissioners as the planning board deems appropriate.~~
- ~~(4) To prepare or cause to be prepared the comprehensive plan, or any element or portion, and recommend its adoption and to determine objectives to be sought in the development of the county.~~
- ~~(5) To initiate, review, hear, consider and make recommendations to approve or disapprove amendments to the comprehensive plan.~~
- ~~(6) To develop and recommend policies, ordinances, administrative procedures and other means for carrying out plans in a coordinated and efficient manner.~~
- ~~(7) To advise the board of commissioners concerning the use and amendment of means for carrying out plans.~~

- ~~(8) To make studies of the county's resources, possibilities, and needs and to report its findings and recommendations, with reference thereto, from time to time, to the board of commissioners.~~
- ~~(9) To review and make recommendations to the governing body upon the extent, location and design of all public structures and facilities; on the acquisition of all public properties; on the opening, abandonment, widening, extension, narrowing or other change to streets and other public ways; and on the construction, extension, expansion or abandonment of utilities, whether publicly or privately owned. However, in the absence of a recommendation from the board after the expiration of 30 days from the date on which the question has been submitted in writing to the board, the governing body may, if it deems wise, take final action.~~
- ~~(10) To consult with the Granville Economic Development Director, the Granville County Economic Development Advisory Board, and with the Granville Soil and Conservation District on issues of concern. The planning board may also coordinate planning activities with adjoining jurisdictions.~~
- ~~(11) To promote public interest in an understanding of its recommendations, and to that end, it may publish and distribute copies of its recommendations and may employ other means of publicity and education as it may deem necessary.~~
- ~~(12) To attend planning conferences or meetings of planning institutes or hearings upon pending planning legislation, and the county may pay, from within the planning board's budget, the reasonable travel expenses incidental to such attendance.~~
- ~~(13) To hear, review, consider, and approve watershed development proposals.~~
- (1) Prepare, review, maintain, monitor, and periodically update and recommend to the governing board a comprehensive plan, and such other plans as deemed appropriate, and conduct ongoing related research, data collection, mapping, and analysis.**
- (2) Facilitate and coordinate citizen engagement and participation in the planning process.**
- (3) Develop and recommend policies, ordinances, development regulations, administrative procedures, and other means for carrying out plans in a coordinated and efficient manner.**
- (4) Advise the governing board concerning the implementation of plans, including, but not limited to, review and comment on all zoning text and map amendments as required by NCGS 160D-604.**
- (5) Exercise any functions in the administration and enforcement of various means for carrying out plans that the governing board may direct.**
- (6) Perform any other related duties that the governing board may direct.**

(d) *Officers, quorum and rules of procedure.*

(4) All members shall have voting power on all matters of business. However, ~~if a member shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. who is a party at interest to matters under consideration by the board shall declare such interest prior to a vote of the board on the question and shall abstain from voting on the question. After declaration of interest, this provision shall not prohibit such members from participation in discussions of the board on such matters prior to the vote.~~

Sec. 32-992. - Board of adjustment.

(a) *Powers and duties.* The board of adjustment shall have the following powers and duties:

- (1) *Administrative review.* To hear and decide any appeal from and review any order, requirement, decision or determination made by the land development administrator, as indicated in table 20.110.
- (2) *Variances.* To authorize upon appeal, in specific cases, such variances from the terms of this chapter which will not be contrary to the public interest. Where owing to special conditions a literal enforcement of the provisions of this chapter would result in unnecessary hardship, a variance from the terms of this chapter may be granted by the board of adjustment.
- (3) ~~*Minor special Conditional uses.*~~ To hear and decide requests for **minor special conditional** use permits allowed by this chapter.
- (c) *Officers, quorum, rules of procedure.* The board of adjustment shall adopt rules governing its organization and for all proceedings before it. Such rules shall provide and require the following in addition to such other rules and regulations the board shall adopt:
- (1) The board shall elect a chairman, vice-chairman, and a secretary on an annual basis.
- (2) The secretary shall keep detailed minutes of the proceedings. The minutes shall contain relevant facts and testimony of each appeal, the vote of each member on each appeal, abstention from voting, and attendance. The minutes shall contain the signature of the secretary and the chairman.
- (3) No appeal may be heard unless a quorum is present. A quorum shall consist of six members in attendance.
- (4) The notice shall be given to all parties having interest in an appeal.
- (5) Any interested party may appear in person, by agent or by attorney, to offer evidence and testimony relative to an appeal.
- (6) A member of any board exercising quasi-judicial functions pursuant to this Chapter shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.**
- Sec. 32-1011. - Land development administrator.
- (8) To receive applications for appeals, variances, ~~conditional-use permits,~~ and **major and minor special use permits.**

Sec. 32-1012. – Administrative Staff Conflicts of Interest.

Administrative Staff. - No staff member shall make a final decision on an administrative decision required by this Chapter if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with his or her duties or with the interest of the local government, as determined by the local government.

Sec. 32-1032. - Procedure and administration.
TABLE 21.010A.

ZONING PROCEDURES AND ADMINISTRATION

	Major Special Land Use		Minor Special Conditional Uses, Zoning Variances, Appeal		Amendments to Zoning Ordinance, Zoning Map, or Watershed Map		Amendments to Zoning Map (Conditional Zoning District)		Major Watershed Variances		Minor V Variance
Types	Days	Agency	Days	Agency	Days	Agency	Days	Agency	Days	Agency	Days
Application Completeness Review	1•	Land Development Administrator	1•	Land Development Administrator	1•	Land Development Administrator	1•	Land Development Administrator	1•	Land Development Administrator	1•

Fee		Charged per Planning Fee Schedule		Charged per Planning Fee Schedule		Charged per Planning Fee Schedule		Charged per Planning Fee Schedule		Charged per Planning Fee Schedule	
Application Review	30	Land Development Administrator	15•	Land Development Administrator	15•	Land Development Administrator	30	Land Development Administrator	15	Land Development Administrator	15
Notice	•10 — 25*				10— 25*		10— 25*		10— 25		
Legislative Public Hearing						Planning Board		Planning Board			
Recommendation				Land Development Administrator	30 or 45•	Planning Board	45	Planning Board		Board of Adjustment	
Notice	•10 — 25*		•10— 25*		•10— 25*		•10— 25*				•1 25
Evidentiary Quasi-Judicial Hearing	•	Board of Commissioners	•	Board of Adjustment	•					Board of Adjustment	•
Legislative Public Hearing						Board of Commissioners		Board of Commissioners			
Decision	**	Board of Commissioners	**	Board of Adjustment	45•	Board of Commissioners	45•	Board of Commissioners	45	Environmental Management Commission	•
Appeal to Courts											

Sec. 32-1056. - Preliminary plat.

(4) *Planning board action.*

- b. If the planning board does not render a decision within 75 days after the preliminary plat is considered by the planning board, the applicant may appeal **pursuant to NCGS 160D-1403** ~~to the board of commissioners~~ for a decision on the preliminary plat. **A decision to approve, approve conditionally, or disapprove a preliminary plat made by the Planning Board may be appealed pursuant to NCGS 160D-1403.**

- (6) *Time limits for preliminary plats.* Following approval of a preliminary major subdivision, a final major subdivision plat may be obtained within two years. Failure to gain final plat approval within this time period shall cause the preliminary plat approval to expire and application for new preliminary plat approval under the current requirements of this chapter shall be required. If the subdivision is to be developed in phases, final major subdivision plat approval must be obtained for the first phase within two years from the date of preliminary approval. The remaining phases of the subdivision must obtain final plat approval within five years of the preliminary approval. **For a multi-phase development defined in NCGS 160D-108 (d) (4), the subdivision must obtain final plat approval within seven years of the preliminary approval.** Roads shown on recorded phases must be taken over by the North Carolina Department of Transportation prior to the next phase receiving final plat approval. A vested right for a major preliminary subdivision may be changed or revoked as authorized by G.S. ~~153A-344.1~~ **160D-108** as it may be from time to time amended.

Sec. 32-1057. - Final plat.

- (3) *Appeals.* If the land development administrator does not render a decision within 45 days after the final plat is received, the applicant may appeal **pursuant to NCGS 160D-1403** ~~to the board of adjustment~~ for a decision on the final plat. A decision by the land development administrator to **approve or** disapprove a major subdivision plat may also be appealed **pursuant to NCGS 160D-1403** ~~to the board of adjustment~~.

Sec. 32-1060. - Penalty.

Any person who, being the owner or agent of the owner of any land **located** within the **planning and development** ~~subdivision~~ regulation jurisdiction of the county, **thereafter subdivides land in violation of the subdivision regulation or** transfers or sells land by reference to, **exhibition of, or any other use of** a plat showing a subdivision of land before **the** ~~such~~ plat has been properly approved under this chapter and recorded in the office of the register of deeds of the county, shall be guilty of a **Class 1** misdemeanor. The description by

metes and bounds in the instrument of transfer **or other document used in the process of selling or transferring land** shall not exempt the transaction from ~~this such penalty penalties~~. The county, ~~through its county attorney or other official designated by the board of commissioners~~, may **bring an action of injunction of any illegal subdivision, transfer, conveyance, or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with the subdivision regulation** ~~enjoin such illegal transfer or sale by action for injunction~~. In addition to other remedies, the county may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct.

Sec. 32-1081. - Procedures for amendments to this chapter, the zoning map or watershed map.

- (c) *Planning board review and recommendation.* The planning board shall have 45 days **(unless Board of Commissioners acts on amendment without the Planning Board report)** within which to submit its recommendation. The planning board's report shall be submitted in writing to the county manager and to the petitioner. **If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Board of Commissioners may act on the amendment without the planning board report. The Board of Commissioners is not bound by the recommendations, if any, of the Planning Board.**
- (d) *Board of commissioners ~~legislative~~ public hearing.* A **legislative** ~~public~~ hearing shall be held by the board of commissioners in accordance with division 6 of this article.

Sec. 32-1082. - Procedures for **major** special use permits.

Major ~~Special~~ uses are land uses which in some circumstances may be compatible with and desirable in the districts in which they are designed as special uses, but they may also have characteristics which could have detrimental effects on adjacent properties if not properly designed and controlled. The following procedure shall be utilized for the review of **major** special land use permits:

- (1) *Submission of application to land development administrator.* Applications for **major** special use permits shall be received by the land development administrator 30 working days prior to the next regularly scheduled meeting of the board of commissioners.
- (2) *Transmittal of application to board of commissioners.* The land development administrator shall transmit ~~the~~ **all applications, reports, and written materials relevant to the matter being considered** to the board of commissioners. **The administrative materials may be distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing. The board of commissioners shall determine contested facts and make its decision within a reasonable time.**
- (3) *Board of commissioners' ~~evidentiary quasi-judicial~~ hearing.* The board of commissioners shall hold an **evidentiary quasi-judicial** hearing in accordance with division 6.
- (4) *Decision by board of commissioners.* Decisions by the board of commissioners shall be made by majority vote in accordance with applicable law governing quasi-judicial decisions and in accordance with division 6 of this article. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority. **The board shall determine contested facts and make its decision within a reasonable time.** In addition, the following provisions shall apply:
 - a. Any **major** special use granted by the board of commissioners shall expire at the same time as its accompanying vested right is scheduled to expire unless a building permit has been obtained by such time, in which case the **major** special

use shall run with the land, along with all the conditions set forth upon it, indefinitely or until changed by due process.

- b. When a petition for a **major** special use is denied by the board of commissioners, a period of 12 months must elapse before another petition for the same change previously involved may be submitted.
- c. An application for a rehearing may be made in the same manner as an application for an original hearing. Evidence in support of the application shall initially be limited to what is necessary to enable the board of commissioners to determine whether there has been a substantial change in the facts, evidence or conditions in the case. The board of commissioners shall deny the application for rehearing if, from the record, it finds that there has been no substantial change in facts, evidence or conditions. If the board of commissioners finds a change has occurred, it shall thereupon treat the request in the same manner as a new application.

Sec. 32-1083. - Procedures for zoning variances, **minor special conditional** use permits, appeals.

- (a) *Filing.* The application shall be filed with the land development administrator 15 working days prior to the date of review by the board of adjustment. **The land development administrator shall transmit all applications, reports, and written materials relevant to the matter being considered to the board. The administrative materials may be distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.**
- (c) *Evidentiary Quasi-judicial decisions.* Variances, **minor special conditional** use permits, and appeals shall be decided by the board of adjustment following an **evidentiary quasi-judicial** hearing in accordance with the requirements of G.S. **160D-406** ~~160A-388~~ and division 6 of this article and shall be subject to the following specific requirements:
 - (1) Except for variances, all **evidentiary quasi-judicial** decisions **or to determine an appeal made in the nature of certiorari** shall be by a majority of the board.
 - (3) Appeals. The board of adjustment shall hear and decide appeals of decisions of administrative officials charged with enforcement of the land development code and may hear appeals arising out of any other ordinance that regulates land use or development unless such ordinance specifies to the contrary, pursuant to the following:
 - a. Any person who has standing under G.S. **160D-1402** ~~160A-393(d)~~ or the county may appeal a decision to the board of adjustment. An appeal is taken by filing a notice of appeal with the **secretary to the board of adjustment** ~~clerk to the board of commissioners~~. The notice of appeal shall state the grounds for the appeal.
 - b. The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail.
 - c. The owner or other party shall have 30 days from receipt of the written notice **of the determination** within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the ~~decision~~ **determination** within which to file an appeal. **In absence of evidence to the contrary, notice pursuant to G.S. 160D-403(b) given by first class mail shall be deemed received on the third business day following deposit of notice for mailing with the United States Postal Service.**
 - e. The **land development administrator** ~~official who made the decision~~ shall transmit to the board all **applications, reports, and written materials relevant to the matter being considered. The administrative materials may be**

distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing. ~~documents and exhibits constituting the record upon which the action appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is subject of the appeal if the appellant is not the owner.~~

- f. An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from **and accrual of any fines assessed** unless the official who made the decision certifies to the board of adjustment after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the **development regulation ordinance**. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the board of adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a **development approval permit** or otherwise affirming that a proposed use of property is consistent with the **development regulation ordinance** shall not stay the further review of an application for **development approvals permits or permissions** to use such property; in these situations the appellant **or local government** may request and the board may grant a stay of a final decision of **development approval permit** applications, **including** ~~or~~ building permits affected by the issue being appealed.
- i. When hearing an appeal pursuant to G.S. **160D-947 (e)** ~~160A-400.9(e)~~ or any other appeal in the nature of certiorari, the hearing shall be based on the record below and the scope of review shall be as provided in G.S. **160D-1402 (j)** ~~160A-393(k)~~.
- (4) **Minor special Conditional** use permits. The board of adjustment shall hear and decide **minor special conditional** use permits in accordance with standards and procedures specified in the ordinance. Reasonable and appropriate conditions may be imposed upon these permits.
- (5) Variances. When unnecessary hardships would result from carrying out the strict letter of the land development code, the board of adjustment shall vary any of the provisions of the ordinance upon a showing that all of the standards set out in G.S. **160D-705 (d)** ~~160A-388(d)~~, as adopted in section 32-1103 of the chapter, have been met. No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided the conditions are reasonably related to the variance. Any other ordinance that regulates land use or development may provide for variances consistent with the provisions of this subsection.

Sec. 32-1085. - Obtaining a vested right.

- (a) *Authorized.* As authorized under G.S. **160D-108** ~~153A-344.1~~, an applicant may obtain the right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific or phased development plan. Only approved **major** special uses, **minor special conditional** uses, permitted uses and approved phased developments may be granted a vested right under this section. Variances, all zoning of lands, and subdivisions are not in this category but are handled in a different manner.
- (b) *Vested rights for major special uses and minor special conditional uses.*
 - (1) If the land use requested by the applicant requires a **major** special use permit or a **minor special conditional** use permit, the appropriate board granting such approval shall, if granted, determine at that **evidentiary public** hearing date a specific vested right time period for that use, as outlined in this subsection. Furthermore, it shall be irreversibly assumed by the county that all such applicants requesting a **major** special

use or **minor special conditional** use permit are also concurrently requesting a vested right.

- (2) All **minor special conditional** uses and **major** special uses, if approved, shall begin and expire along with the vested right granted to each unless a building permit is issued prior to the expiration of the vested right, in which case, the **major or minor** special land use shall be good indefinitely or until changed by due process.
 - (3) If a particular use necessitates several steps required by this chapter in order to obtain final approval, a vested right shall not be granted until the final decision regarding such requirements has been made.
 - (4) A site-specific ~~(or phased development plan, if applicable)~~ must accompany each land use application involving a **major** special use or **minor special conditional** use. Site-specific development plans, if approved, shall be granted an automatic maximum vested right time period of two years unless the applicant convinces the appropriate board otherwise; but in no case shall the vested right exceed five years. **Site specific vesting** ~~Phased development~~ plans, if approved, shall be granted a vested right time period of not less than two years but not more than five years, at the discretion of the appropriate board.
- (c) *Vested rights for permitted uses.* If the land use requested by the applicant is a permitted use, the applicant has two ways of acquiring a vested right:
- (1) **Local development approval shall expire one year after issuance unless work has substantially commenced. Expiration of a local development approval does not affect the duration of a vested right established as a site specific vesting plan, a multiphase development plan, a development agreement, or vested rights established under common law; The applicant shall present a site specific or a phased development plan, as described in this section, to the planning board prior to receiving a building permit; or**
 - (2) The building permit, if issued, shall constitute a vested right time period as prescribed by G.S. **160D-1111** ~~153A-344(b)~~.
- (d) *Site-specific development plan.* If less than five acres, all **major** special uses, **minor special conditional** uses and permitted uses discussed in this section applying for a vested right shall have site-specific development plans prepared by a registered land surveyor, engineer, architect or landscape architect in accordance with appendix 7 to this chapter. **Any hearing shall be per G.S. 160D-108(3)(d).**
- (e) *Phased development plan.* A phased development plan for an industrial/office park, a shopping center, a PUD (planned urban development), **multi-phase development** or a similar large-scale land use (which may be eligible as a permitted, **minor special conditional** or **major** special use) may be granted a vested right by the final board of authority in a ~~public~~ hearing **per G.S. 160D-108(3)(d)** under the following conditions:
- (1) The land use must encompass at least five acres or more to be eligible for a phased development plan. Furthermore, a minimum of two phases must be included in the plan with approximate start-up times (the time at which a building permit should be obtained) stated for each phase. The final deciding board may regard any phase of the plan as codependent upon another and therefore deem one or more to be void without the other. No phase shall be vested beyond time limits established elsewhere in this section.
 - (3) The vesting freezes the land development regulations in effect at the time of approval. The final board of authority shall retain the future right to impose or change some of the details of any phased development plan (or site-specific plan), but only to a general degree as would normally occur in moving from a preliminary to final plan, and as provided for elsewhere in this chapter and in G.S. **160D-108** ~~153A-344.1(e)~~. If some changes are required in the applicant's plan by a board during the approval process, final approval of either site-specific or phased development plans may be postponed conditional upon the applicant's making such changes and having them approved by the county planning department at a later date.
- (h) *Expiration.* All building permits for all vested construction must be in place prior to the expiration of the vested right in order for the vested right to be valid. If all required building permits are not in place prior to the expiration of a vested right, the entire process

as described in this section must be repeated in order to regain a vested right for that use. The exception to this rule is a use for which no building permit is required; however, a zoning permit shall be required. These time limits include all phases of a phased development plan **and multi-phase developments** as well. Prior to the expiration of a vested right, appeals to the final board of decision of that vested right for time extensions may be made in a public hearing **pursuant to G.S. 160D-108(3)(d)** by the applicant if so desired, though the planning department may require a new plan and shall require another fee at such time.

(i) *Limitations to vested rights.*

(1) A vested right, once established as provided for in this section, precludes any zoning action by a ~~county~~ **local government that which** would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property as set forth in ~~the an approved vested right, site specific development plan or an approved phased development plan, except as set out in G.S. 153A-344.1 as amended from time to time.~~ **except:**

a. **The written consent of the affected landowner.**

b. **Upon findings by ordinance after notice and an evidentiary hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the approved vested right.**

c. **The extent to which the affected landowner receives compensation for all costs, expenses, and other losses incurred by the landowner, including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consulting fees incurred after approval by the local government, together with interest as is provided in G.S. 160D-106. Compensation shall not include any diminution in the value of the property that is caused by such action.**

d. **Findings made, after notice and an evidentiary hearing, that the landowner or the landowner's representative intentionally supplied inaccurate information or made material misrepresentations that made a difference in the approval by the local government of the vested right.**

e. **The enactment or promulgation of a State or federal law or regulation that precludes development as contemplated in the approved site specific vesting plan or the phased development plan, in which case the local government may modify the affected provisions, upon a finding by ordinance that the change in State or federal law has a fundamental effect on the plan, after notice and an evidentiary hearing.**

(2) The establishment of a vested right shall not preclude the application of overlay zoning **or other development regulation that which** imposes additional requirements but does not affect the allowable type or intensity of use, or ordinances or regulations ~~that which~~ are general in nature and are applicable to all property subject to **development** land-use regulation by a county, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes. Otherwise applicable new regulations shall become effective with respect to property ~~that which~~ is subject to a **vested right established under this section** ~~site specific development plan or a phased development plan~~ upon the expiration or termination of the ~~vested~~ **vested** rights period provided for in this section.

(3) Notwithstanding any provision of this section, the establishment of a vested right **under this section** shall not preclude, change or impair the authority of a **local government** ~~county~~ to adopt and enforce **development regulation** ~~zoning ordinance~~ provisions governing nonconforming situations or uses.

(j) Miscellaneous Provisions. - A vested right obtained under this section is not a personal right but shall attach to and run with the applicable property. After approval of a vested right under this section, all successors to the original landowner shall be entitled to exercise such rights. Nothing in this section shall preclude judicial determination, based on common law principles or other statutory provisions, that a vested right exists in a

particular case or that a compensable taking has occurred. Except as expressly provided in this section, nothing in this section shall be construed to alter the existing common law.

(k) **Permit Choice.** - If an application made in accordance with local regulation is submitted for a development approval required pursuant to this Chapter and a development regulation changes between the time the application was submitted and a decision is made, the applicant may choose which version of the development regulation will apply to the application. If the development permit applicant chooses the version of the rule or ordinance applicable at the time of the permit application, the development permit applicant shall not be required to await the outcome of the amendment to the rule, map, or ordinance prior to acting on the development permit. This section applies to all development approvals issued by the State and by local governments. The duration of vested rights created by development approvals is as set forth in this section.

Sec. 32-1086. – Moratoria

(a) **Authority.** - As provided in this section, local governments may adopt temporary moratoria on any development approval required by law, except for the purpose of developing and adopting new or amended plans or development regulations governing residential uses. The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions.

(b) **Hearing Required.** - Except in cases of imminent and substantial threat to public health or safety, before adopting a development regulation imposing a development moratorium with a duration of 60 days or any shorter period, the governing board shall hold a legislative hearing and shall publish a notice of the hearing in a newspaper having general circulation in the area not less than seven days before the date set for the hearing. A development moratorium with a duration of 61 days or longer, and any extension of a moratorium so that the total duration is 61 days or longer, is subject to the notice and hearing requirements of G.S. 160D-601.

(c) **Exempt Projects.** - Absent an imminent threat to public health or safety, a development moratorium adopted pursuant to this section shall not apply to any project for which a valid building permit issued pursuant to G.S. 160D-1108 is outstanding, to any project for which a special use permit application has been accepted as complete, to development set forth in a site-specific or phased vesting plan approved pursuant to G.S. 160D-108.1, to development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval, or to preliminary or final subdivision plats that have been accepted for review by the local government prior to the call for a hearing to adopt the moratorium. Any preliminary subdivision plat accepted for review by the local government prior to the call for a hearing, if subsequently approved, shall be allowed to proceed to final plat approval without being subject to the moratorium. Notwithstanding the foregoing, if a complete application for a development approval has been submitted prior to the effective date of a moratorium, G.S. 160D-108(b) shall be applicable when permit processing resumes.

(d) **Required Statements.** - Any development regulation establishing a development moratorium must include, at the time of adoption, each of the following:

(1) A statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the local government and why those alternative courses of action were not deemed adequate.

(2) A statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to imposition of the moratorium.

(3) A date for termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.

(4) A statement of the actions, and the schedule for those actions, proposed to be taken by the local government during the duration of the moratorium to address the problems or conditions leading to imposition of the moratorium.

(e) **Limit on Renewal or Extension.** - No moratorium may be subsequently renewed or extended for any additional period unless the local government shall have taken all reasonable and feasible steps proposed to be taken in its ordinance establishing the moratorium to address the problems or conditions leading to imposition of the moratorium and unless new facts and conditions warrant an extension. Any ordinance renewing or extending a development moratorium must include, at the time of adoption,

the findings set forth in subdivisions (1) through (4) of subsection (d) of this section, including what new facts or conditions warrant the extension.

(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:

- a. Ensure that the criteria for the granting of such a permit will be complied with.
- b. Reduce or minimize any potentially injurious effect of the use on adjoining properties; the character of the neighborhood; or the health, safety, morals or general welfare of the community.

Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made of recreational space and facilities. **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.**

Sec. 32-1134. - Zoning permit invalid if work not commenced or completed.

Any zoning permit issued shall become invalid unless the work authorized by it shall have been commenced within **one year six months** of its date of issue or if the work authorized by it is suspended or abandoned for a period of one year or if such work is not completed within three years of the date of the issuance of the zoning permit. Application may be made to the land development administrator for a new zoning permit to replace any permit which shall become invalid under this section.

Sec. 32-1138. – **Determinations Interpretations.**

- (a) When a provision of this chapter is unclear or when a proposed use is not listed in table 03.110, the land development administrator shall provide a written **determination interpretation**.
- (c) The land development administrator shall evaluate a request for an **determination interpretation** in light of the comprehensive plan, this chapter, and/or the zoning map, whichever is appropriate.

Sec. 32-1161. – **Legislative Public** hearings.

Zoning text, zoning map and watershed map amendments require a **legislative public** hearing before the planning board and the board of commissioners.

Sec. 32-1162. - Notice of **legislative public** hearings.

- (b) *Newspaper notice.* A notice of such **legislative public** hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the county. This notice shall be published the first time not less than ten days and not more than 25 days prior to the date established for such **legislative public** hearing.
- (c) *Posted notice.* When a zoning map amendment is proposed, the county shall prominently post a notice of the **public** hearing on the site proposed for **the map amendment rezoning** or on an adjacent public street or highway right-of-way. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required, but the county shall post sufficient notices to provide reasonable notice to interested persons.
- (d) *Mailed notice.* For zoning map amendments, the owner of that parcel of land ~~as shown on the county tax listing~~, and the owners of all parcels of land abutting that parcel of land ~~as shown on the county tax listing~~ contained within or partially within a radius of 2,500 feet of that parcel of land, shall be mailed a notice of the **hearing on a proposed zoning map amendment use action** by first-class mail at the last addresses listed for such owners on the county tax abstracts. **For the purposes of this section, properties are “abutting” even if separated by a street, railroad, or other transportation corridor. This notice must be deposited in the mail at least 10 but not more than 25 days prior to the date of the hearing.** The first-class mail notice is not required if the zoning map amendment **proposes to change the zoning designation of** ~~directly affects~~ more than 50 properties, owned by ~~a total of~~ at least 50 different property owners. In this instance, notice shall be provided by publishing a notice of the hearings once a week for two successive calendar weeks in a newspaper of general circulation in the county. The notice shall not be less than one-half of a newspaper page in size and shall be published the first time not less than ten days, or more than 25 days, before the date **scheduled** ~~fixed~~ for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. The advertisement shall only be effective for property owners who reside in the area of general circulation of the newspaper which publishes the notice. Property owners who reside outside of the newspaper circulation area, according to the address listed on the most recent property tax listing for the affected property, shall be notified by first-class mail as described in this paragraph (d). If the adoption or modification ~~of the ordinance~~ would result in changes to telecommunication towers or windmills or the zoning map or would change or affect the permitted uses of land located five miles or less from the perimeter boundary of a military base, the county shall provide written notice of the proposed changes by certified mail, return receipt requested, to the commander of the military base or the commander's designee not less than ten days nor more than 25 days before the date fixed for the **public** hearing. If the military provides comments or analysis regarding the compatibility of the proposed **development regulation ordinance** or amendment with military operations at the base, the planning board shall take the comments and analysis into consideration before making a recommendation on the proposed adoption or modification of the ordinance and the board of commissioners shall take the comments and analysis into consideration before making a final determination on the ordinance. In the case of a **major** special use permit application or **minor special use** ~~conditional~~ use permit application, the commanding officer of the military base shall be notified by the county by certified mail, return receipt requested, if the proposed **major** special use permit application or **minor special** ~~conditional~~ use permit application is for

property located within one mile of the military base not less than ten days nor more than 25 days before the date fixed for the public hearing.

(e) *Zoning map amendment application by other than owner of property.* Except for a **government** ~~county~~-initiated zoning map amendment, when an application is filed to request a zoning map amendment and that application is not made by the **landowner or authorized agent** ~~owner of the parcel of land to which the amendment would apply~~, the applicant shall certify to the board of commissioners that the owner of the parcel of land as shown on the county tax listing has received actual notice of the proposed amendment and a copy of the notice of ~~public~~ hearing. The person or persons required to provide notice shall certify to the board of commissioners that **actual proper** notice has been provided ~~in fact~~, and such certificate shall be deemed conclusive in the absence of fraud. Actual notice ~~of the proposed amendment and a copy of the notice of public hearing required by this subsection~~ shall be **provided** by any manner permitted under G.S. 1A-1, Rule 4(j). If notice cannot with due diligence be achieved by personal delivery, ~~registered or~~ certified mail, or by a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), notice may be given by publication consistent with G.S. 1A-1, Rule 4(jl). ~~This subsection applies only to an application to request a zoning map amendment where the application is not made by the owner of the parcel of land to which the amendment would apply. This subsection does not apply to a county-initiated zoning map amendment.~~

Sec. 32-1163. - Conduct of **legislative** ~~public~~ hearing.

All **legislative** ~~public~~ hearings required by law or deemed advisable by the board of adjustment, the planning board, and the board of commissioners shall be organized by a special order, adopted by a majority vote, setting forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted to each speaker and designating representatives to speak for large groups. At the appointed time, the chair shall call the hearing to order and preside over it. When the allotted time expires, the chair shall declare the hearing ended and the board shall resume the regular order of business.

Sec. 32-1164. – **Evidentiary** ~~Quasi-judicial~~ hearings.

The following require an **evidentiary** ~~quasi-judicial~~ hearing by the specified body (see also table 20.110):

- (1) **Major** ~~Special~~ land uses require an **evidentiary** ~~quasi-judicial~~ hearing before the board of commissioners.
- (2) **Minor special** ~~Conditional~~ land uses require an **evidentiary** ~~quasi-judicial~~ hearing before the board of adjustment.
- (3) Zoning variances and **administrative** ~~zoning~~ appeals require an **evidentiary** ~~quasi-judicial~~ hearing before the board of adjustment.

Sec. 32-1165. - Notice of **evidentiary** ~~quasi-judicial~~ hearings.

Notice of **evidentiary** ~~quasi-judicial~~ hearings shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the land development code. In the absence of evidence to the contrary, the county may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least ten days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the county shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. **The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.**

Sec. 32-1166. - Conduct of **evidentiary** ~~quasi-judicial~~ hearings.

Conduct of the hearing.

- (1) *Appearances.* Any party **who would have standing to appeal the decision under G.S. 160D-1402(c)** may appear in person, by appropriate agent, or by attorney at the hearing. **Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the board.** Agents may not engage in the unauthorized practice of law. See North Carolina State Bar, Authorized Practice Advisory Opinion 2006-1 (determining "that it is the unauthorized practice of law for someone other than a licensed attorney to appear in a representative capacity to advocate the legal position of another person, firm, or corporation that is a party to the proceeding" at a quasi-judicial hearing). North Carolina State Bar 2007 Formal Ethics Opinion 3 requires that the attorney to the board of adjustment advise the board of the contents and implications of Authorized Practice Advisory Opinion 2006-1. **Objections regarding jurisdictional and evidentiary issues, including, but not limited to, the timeliness of an appeal or the standing of a party, may be made to the board. The board chair shall rule on any objections, and the chair's rulings may be appealed to the full board. These rulings are also subject to judicial review pursuant to G.S. 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.**
- (3) *Evidentiary matters.* Witnesses may be called and factual evidence may be submitted. The board may view the premises before the hearing, but the facts indicated by such inspection shall be disclosed at the **evidentiary** public hearing and made a part of the record. All witnesses before the board shall be placed under oath, and the opposing party may cross-examine them. The chairman may require opponents of an application who are aligned in interest to designate one of their numbers who himself or herself has standing to cross-examine the applicant and the applicant's witnesses. The chairman shall determine if opponents are aligned in interest and may conduct such examinations of said opponents as may be necessary to determine if said opponents are aligned in interest.
- (4) *Decisions and judicial review.*
 - a. The board shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards **and be approved by the board.** The written decision shall be signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the **development regulation ordinance** specifies. The decision of the board shall be delivered **within a reasonable time** by personal delivery, electronic mail, or by first-class mail to the applicant, **landowner property owner**, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The person required to provide notice shall certify **to the local government** that proper notice has been made **and the certificate shall be deemed conclusive in the absence of fraud.**
 - b. Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to G.S. **160D-1402** ~~160A-393~~. **Appeals shall be filed within the times specified in G.S. 160D-1405(d).** ~~A petition for review shall be filed with the clerk of superior court by the later of 30 days after the decision is effective or after a written copy thereof is given in accordance with subdivision a. of this subsection. When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.~~
- (5) *Oaths.* The chair of the board, or any member acting as the chair, and the clerk to the board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the board **determining a quasi-judicial matter**, willfully swears falsely is guilty of a class 1 misdemeanor.
- (6) *Subpoenas.* The board **making a quasi-judicial decision under this Chapter of adjustment** through the chair, or in the chair's absence anyone acting as chair, may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, **the applicant, the local government, and any person** ~~persons~~ with standing under G.S. **160D-1402(c)** ~~160A-393(d)~~ may make a written request to the

chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be **immediately** appealed to the full board of adjustment. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the board of adjustment or the party seeking the subpoena may apply to the general court of justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

(7) *Conflicts of interest.* A member of any other board exercising quasi-judicial functions pursuant to this **Chapter article** shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a **board** member's participation **at or prior to the hearing or vote on that matter** and that member does not recuse himself or herself, the remaining members **of the board** shall by majority vote rule on the objection. **For purposes of this section, a close familial relationship means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.**

Sec. 32-1181. – Administrator **and Deputy(ies)**.

- (a) The land development administrator is charged with the enforcement of the provision of this chapter. If the land development administrator **or land development administrator deputy** finds that any of the provisions of this chapter are being violated, he/she shall notify in writing the person(s) responsible for such violations **by written determination**, indicating the nature of the violation and ordering the actions(s) necessary to correct it. He/she shall also take any other action authorized by this chapter to ensure compliance with or to prevent violation of its provisions.
- (b) In the event the land development administrator finds that any provision of the **minor special conditional use permit** or **major special use permit**, variance approval, or any condition imposed by the board of adjustment, planning board, or board of commissioners is being violated, the permit shall thereupon immediately become void and of no effect. No zoning permits for further construction or certificate of occupancy/compliance under the permit shall be issued, and the use of all completed structures shall immediately cease and not thereafter be used for any proposed use other than a use-by right as permitted by the zone in which the property is located.

Sec. 32-1182. - Enforcement of regulations.

- (a) *Investigations.* On receiving a complaint or other information suggesting a violation of this chapter, the land development administrator **or deputy** shall investigate the situation and determine whether a violation exist.
- (b) *Initial **determination** notice of violation.* On determination that a violation of this chapter exists, the land development administrator **or deputy** shall:
 - (1) Give the responsible person(s) written notice of the violation, either in person or by certified mail, return receipt requested;
 - (2) The notice shall describe the nature of the violation, state the actions necessary to correct the violation; and
 - (3) Request the alleged violator to meet with the land development administrator **or deputy** within a specified time to discuss the violation and how it may be corrected.The land development administrator **or deputy** may provide the alleged violator additional written notices of violation as needed.
- (c) *Final **determination** notice of violation; correction order.* The land development administrator's **or deputy's** final written notice of violation (which may be the initial notice) shall:

- (1) Order the correction of the violation;
 - (2) Specify a reasonable time period within which the violation must be corrected;
 - (3) State which of the remedies and penalties authorized in section 32.1183 the land development administrator may pursue if the violation is not corrected within the specified time limit; and
 - (4) State that the correction order may be appealed to the board of adjustment.
 - (5) This notice shall be delivered as provided in subsection (b)(1), above.
- (d) *Appeal to the board of adjustment.* Any person aggrieved by the land development administrator's **or deputy's** determination of a violation or correction order may appeal that determination or order to the board of adjustments in accordance with the provisions of section 32-1184 within thirty (30) days after the date written **determination** notice of violation or correction order is delivered to the appellant as provided in subsection (b)(1), above. As provided in G.S. § **160D-405 (f)** ~~153A-345(b)~~, an appeal shall stay all proceedings in furtherance of the action appealed from, unless the land development administrator certifies to the board of adjustments, after notice of appeal has been filed with him, that because of facts stated in the certificate a stay would, in the land development administrator's opinion, cause imminent peril to life or property or that because the violation ~~charged~~ is transitory in nature a stay would seriously interfere with enforcement of the **development regulation ordinance**. In that case proceedings may not be stayed except by restraining order, which may be granted by ~~the board of adjustment or by a court of record on application, on notice to the officer from whom the appeal is taken and on due cause shown.~~ **If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the board shall meet to hear the appeal within 15 days after such a request is filed.**
- (e) *Extension of time limit to correct violations.* The recipient of a correction order, or the owners of the property on which the violation occurs, may submit to the land development administrator a written request for extension of the order's specified time limit for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the land development administrator may extend the time limit as reasonably necessary to allow timely correction of the violation.
- (f) *Enforcement action after time limit to correct violation.* Following the time limit for correction of the violation, including any stay or extension thereof, the land development administrator **or deputy** shall determine whether the violation has been corrected. If the violation has been corrected, the land development administrator **or deputy** shall take no further action against the alleged violator. If the violation has not been corrected, the land development administrator **or deputy** may act to impose one or more of the remedies and penalties specified in the correction order.
- (g) ~~*Emergency enforcement without notice.* If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose a danger to the public health, safety, or welfare, the land development administrator may seek immediate enforcement without prior written notice through any of the remedies authorized in section 32-1183 or 32-1184.~~ **Stop Work Orders.** Whenever any work or activity subject to regulation 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~~).

Sec. 32-1331. - Definitions.

Administrative decision means decisions made in the implementation, administration, or enforcement of development regulations that involve the determination of facts and the application of objective standards set forth in this Chapter or local government development regulations. These are sometimes referred to as ministerial decisions or administrative determinations.

Administrative hearing means a proceeding to gather facts needed to make an administrative decision.

Comprehensive plan means a comprehensive plan that has been officially adopted by the governing board pursuant to G.S. 160D-501.

Conditional zoning means a legislative zoning map amendment with site-specific conditions incorporated into the zoning map amendment.

County means the County of Granville, North Carolina.

Decision-making board means a governing board, planning board, board of adjustment, historic district board, or other board assigned to make quasi-judicial decisions under this Chapter.

Determination means a written, final, and binding order, requirement, or determination regarding an administrative decision.

Developer means ~~the owner, representative or applicant who proposes to construct, build, use or subdivide property~~ a person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

Development means ~~any action covered by section 32-3~~ unless the context clearly indicates otherwise, the term means any of the following:

- a. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure.
- b. The excavation, grading, filling, clearing, or alteration of land.
- c. The subdivision of land as defined in G.S. 160D-802.
- d. The initiation or substantial change in the use of land or the intensity of use of land.

This definition does not alter the scope of regulatory authority granted by this Chapter.

Development approval means an administrative or quasi-judicial approval made pursuant to this Chapter that is written and that is required prior to commencing

development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of appropriateness. The term also includes all other regulatory approvals required by regulations adopted pursuant to this Chapter, including plat approvals, permits issued, development agreements entered into, and building permits issued.

Development regulation means a unified development ordinance, zoning regulation, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention regulation, mountain ridge protection regulation, stormwater control regulation, wireless telecommunication facility regulation, historic preservation or landmark regulation, housing code, State Building Code enforcement, or any other regulation adopted pursuant to this Chapter, or a local act or charter that regulates land use or development.

~~Dwelling means a building or portion of a building used as a place of residence, containing sleeping, cooking and sanitary facilities, excluding commercial lodging facilities.~~ any building, structure, manufactured home, or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. For the purposes of Article 12 of Chapter 160D of the North Carolina General Statutes, the term does not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose.

Evidentiary hearing means a hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision required by a development regulation adopted under this Chapter.

Governing board means the board of county commissioners.

Landowner means the ~~same as "Owner."~~ holder of the title in fee simple. Absent evidence to the contrary, a local government may rely on the county tax records to determine who is a landowner. The landowner may authorize a person holding a valid option, lease, or contract to purchase to act as his or her agent or representative for the purpose of making applications for development approvals.

Legislative decision means the adoption, amendment, or repeal of a regulation under this Chapter or an applicable local act. The term also includes the decision to approve, amend, or rescind a development agreement consistent with the provisions of Article 10 of G.S. 160D.

Legislative hearing means a hearing to solicit public comment on a proposed legislative decision.

Local act means as defined in G.S. 160A-1(5).

Local government means a city or county.

Major special use permit means a permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgment and discretion be exercised as well as compliance with specific standards. The term includes permits previously referred to as a special use permit.

~~***Manufactured home*** means a structure as defined by G.S. 143-145(7) residential dwelling unit transportable in one or more sections, built on a chassis that is designed to be towed to a site with removable wheels or on a frame that is capable of being lifted into its final location. Units are delivered ready for occupancy except for minor and incidental unpacking and assembly operations, including but not limited to mounting on a temporary or permanent foundations, connection of sections, and connection to utilities. Travel trailers and campers shall not be considered manufactured homes.~~

Minor special use permit means a permit issued to authorize development or land uses in a particular zoning district upon presentation of competent, material, and substantial evidence establishing compliance with one or more general standards requiring that judgment and discretion be exercised as well as compliance with specific standards. The term includes permits previously referred to as a conditional use permit.

Multiphase development means a development containing 100 acres or more that (i) is submitted for site plan approval for construction to occur in more than one phase and (ii) is subject to a master development plan with committed elements, including a requirement to offer land for public use as a condition of its master development plan approval.

~~*Owner* means any person having legal title to or sufficient proprietary interest in the land sought to be subdivided under this chapter the same as “Landowner.”~~

Person means an individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, the State of North Carolina and its agencies and political subdivisions, or other legal entity.

Planning board means any board or commission established pursuant to G.S. 160D-301.

Property means all real property subject to land-use regulation by a local government. The term includes any improvements or structures customarily regarded as a part of real property.

Quasi-judicial decision means a decision involving the finding of facts regarding a specific application of a development regulation and that requires the exercise of discretion when applying the standards of the regulation. The term includes, but is not limited to, decisions involving variances, special use permits, certificates of appropriateness, and appeals of administrative determinations. Decisions on the approval of subdivision plats and site plans are quasi-judicial in nature if the regulation authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with the specific requirements set forth in the regulation, but also on whether the application complies with one or more generally stated standards requiring a discretionary decision on the findings to be made by the decision-making board.

~~*Rezoning* means an amendment to the zoning map.~~

~~*Site plan* means a plan or drawing showing the location of buildings, parking or other elements that is used for the issuing of approvals other than subdivision plans or land developments. Site plans cover a single land use issue. The drawings shall show sufficient detail to enable the land development administrator to determine whether the standard requiring a site plan has been met.~~ ***Site plan*** means a scaled drawing and supporting text showing the relationship between lot lines and the existing or proposed uses, buildings, or structures on the lot. The site plan may include site-specific details such as building areas, building height and floor area, setbacks from lot lines and street rights-of-way, intensities, densities, utility lines and locations, parking, access points, roads, and stormwater control facilities that are depicted to show compliance with all legally required development regulations that are applicable to the project and the site plan review. A site plan approval based solely upon application of objective standards is an administrative decision and a site plan approval based in whole or in part upon the application of standards involving judgment and discretion is a quasi-judicial decision. A site plan may also be approved as part of a conditional zoning decision.

Subdivision means the division of land for the purpose of sale or development as specified in G.S. 160D-802. ÷

~~(1) All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions are created for the purpose of sale or building development (whether immediate or future) and includes all division of land involving the dedication of a new street or change in existing streets; however, the following is not included within this definition and is not subject to any regulations enacted pursuant to North Carolina General Statute 153A-330:~~

~~a. The combination or recombination of portions of previously subdivided and recorded lots if the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown in its subdivision regulations.~~

~~b. The division of land into parcels greater than ten acres if no street right of way dedication is involved.~~

- ~~c.—The public acquisition by purchase of strips of land for widening or opening streets or for public transportation system corridors.~~
- ~~d.—The division of a tract in single ownership the entire area of which is no greater than two acres into not more than three lots, if no street right-of-way dedication is involved and if the resultant lots are equal to or exceed the standards of the county as shown by its subdivision regulations.~~
- ~~e.—The division of land for use as gravesites.~~
- ~~f.—Other exemptions as specified in Article X of this chapter.~~
- ~~(2)—A county may provide for expedited review of specified classes of subdivisions.~~

Subdivision regulation means a subdivision regulation authorized by Article 8 of G.S. 160D.

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.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) AND CODE OF ORDINANCES REGARDING CLUSTER SUBDIVISIONS IN RURAL AREAS OF THE COUNTY

Chair Hinman stated that the next item was to hold a public hearing for a Granville County Land Development Code Text and Code of Ordinances Amendment Petition.

Chair Hinman declared the public hearing open and recognized Barry Baker, Planning Director, for a brief overview.

Barry Baker, Planning Director, 122 Williamsboro Street, Oxford, NC, stated that this was a Granville County Land Development Code text amendment petition for amendments to the Land Development Code (LDC) and Code of Ordinances that would assist in the implementation of the Granville County Comprehensive Plan by allowing cluster subdivisions in rural areas of the county. The amendments would remove the requirement that all residential

lots less than 40,000 square feet must be served by public water and sewer facilities and cannot be served by septic tank and water well. He noted that all public notices as required by local and state law had been accomplished. The agenda included: (1) Copy of proposed text amendment petition and language; (2) Copy of Planning Board Written Consistency Statement regarding the proposed amendment; and (3) Unapproved minute excerpts for agenda item from the March 18, 2021 and March 25, 2021 Planning Board meetings. He noted that the Planning Board (7-0) recommended approval of the Land Development Code text amendment.

Mr. Baker then explained that cluster subdivisions are a type of subdivision with smaller lots and the only type of subdivision in our regulations that require open space. During the Granville County Comprehensive Land Use planning process, it was highly encouraged that cluster subdivisions occur in Granville County for preservation of the rural areas. Cluster subdivisions also preserve environmental features on the land and works well where there are stormwater regulations. He noted that prior text amendments to the LDC occurred in 2019 regarding cluster subdivisions and there were two sentences in the LDC that were recently discovered that existed that were not known that could have been changed or removed at that time. The preliminary plats for subdivisions are sent in with licensed soil scientist reports and this allows developers to plan well. He noted that this amendment does not increase the number of lots on a tract as there are still subject to the density of one lot per 44,000 square feet.

Chair Hinman asked if there was anyone wishing to speak and there were none. She asked if the Board had any questions.

When asked, Mr. Baker explained that there can be well and septic tanks on these lots and they would be approved by the Granville County Health Department. He said there may be some of the open space used for septic or well, but that happens now. He said there are options for community water and sewer as an option. The wells still have to be certain distances from the septic system as well as other lots.

Chair Hinman declared the public hearing closed.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved amendments to the Land Development Code (LDC) and Code of Ordinances and the plan consistency statement that would assist in the implementation of the Granville County comprehensive plan by allowing cluster

subdivisions in rural areas of the county as follows. The amendments would remove the requirement that all residential lots less than 40,000 square feet must be served by public water and sewer facilities and cannot be served by septic tank and water well.

**AMENDMENT REGARDING IMPLEMENTING CLUSTER SUBDIVISIONS IN RURAL
AREAS FROM THE COMPREHENSIVE PLAN**

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:**

Two stated objectives of the Granville County Comprehensive Land Use Plan are to protect the county's rural atmosphere and to increase open space in new development. Further, the Plan encourages cluster development on smaller lots to preserve large open space areas in un-sewered areas with good soils and/or water availability; and, prioritize open space reservation to protect water quality and rural character. As such, the proposed text amendments are consistent with the newly adopted Comprehensive Land Use Plan.

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

SECTION 1. Amend Section 32-721 of the Granville County Land Development Code (LDC) by deleting the following language (~~strike-through~~ denotes deleted language):

~~Sec. 32-721. -- Public water and sewer.~~

~~Residential lots less than 40,000 square feet shall have both public water and sewer facilities available, and each lot shall be served by these utilities.~~

SECTION 2. Amend Section 32-722 of the Granville County Land Development Code (LDC) by deleting the following language (~~strike-through~~ denotes deleted language):

~~Sec. 32-722. -- On-site water and sewer.~~

~~The lot areas shall be at least 40,000 square feet in area of usable land, exclusive of vehicular rights-of-way and easements.~~

SECTION 3. Amend Section 44-33 of the Granville County Code of Ordinances by deleting the following language (~~strike through~~ denotes deleted language):

Sec. 44-33. - Minimum lot sizes where both a septic tank and water well are to be situated upon the property.

All lots upon which ~~residential dwellings or~~ commercial buildings are situated and upon which a water well and septic tank are installed shall contain no less than 40,000 square feet, exclusive of rights-of-way and easements, have a minimum frontage of 100 feet at the building setback line, and all buildings shall be set back from the property line at least 15 feet. There shall be no more than one principal dwelling or commercial building per lot.

SECTION 4. 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 or Granville County Code of Ordinances as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5. This Ordinance shall take effect and be in force upon the date and time of adoption.

SECTION 6. This Ordinance duly adopted by the Board of Commissioners of the County of Granville, North Carolina, this the 19th day of April, 2021.

BOARD APPROVED TAX REFUND REQUEST

County Manager Felts explained that Kenneth Bullock contacted Eric Dodson in mapping about a property that should have been recombined. Mr. Bullock had a 1.3-acre lot that he had a recombination survey done to add into his adjacent 1-acre lot. The Tax Office recombined the properties in 2018, adding an acre to the 1.3 acre lot but not deleting the 1-acre lot. This generated a bill for the one-acre lot and the 2.3-acre lot and the one acre lot has been billed twice since 2018. Mr. Bullock sent a letter asking for a refund on the property tax that was paid on the one-acre lot.

County Manager Felts stated that due to the clerical error, the Tax Administrator recommended a refund for \$395.31 for the one acre that was billed twice in 2018, 2019 and 2020.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved a refund for \$395.31 for Kenneth Bullock for the one acre that was billed twice in 2018, 2019 and 2020 and identified as parcel # 096000787119 due to the clerical error.

BOARD REAPPOINTED JERRY DUNN (DISTRICT 7) TO THE ANIMAL CONTROL ADVISORY COMMITTEE

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Jerry Dunn (District 7) to the Animal Control Advisory Committee.

BOARD MADE REAPPOINTMENTS TO THE GRANVILLE COUNTY BOARD OF ADJUSTMENT

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board reappointed James W. “Jimmy” Williams (District 3), Jacob Rogers (District 6) and John W. Wimbush (District 7) to the Granville County Board of Adjustment.

BOARD HEARD UPDATE ON NORTH CAROLINA MEDICAID CHANGES

County Manager Felts said the next item was information only and no action was required. The Granville County Department of Social Services would like to share the information flyer included in the agenda about North Carolina Medicaid with the Board of Commissioners and the public. Social Services staff requested that the media consider sharing this information along with encouraging others to pass this information along to any other organization they may be associated with in the public. Health plan coverage begins on July 1, 2021 and open enrollment is through May 14, 2021. If there are any questions, please contact the Department of Social Services.

BOARD APPROVED REVISIONS TO THE FISCAL YEAR 2020-2021 GRANVILLE COUNTY FEE MANUAL (GAP FEES)

County Manager Felts stated that the next item was to consider Granville Athletic Park (GAP) Phase II key operational elements and to revise the fiscal year 2020-2021 Granville County Fee Manual. He then gave the following background information noting the Assistant County Manager Weichel could answer any questions.

The GAP Phase III expansion project includes new tennis and sand volleyball courts, amenities that the County did not previously manage and for which reservation fees have not been set. In preparation of public demand to utilize the courts, staff researched regional facilities with a goal to proposing comparable reservation fees and utilizing best practices in development of usage/rental requirements.

Court usage/rental rules have been developed and were included in the agenda packet for reference. The courts will be available by reservation or for open play and courts which have not been reserved in advance will be available on a first-come/first-served basis. He noted that County Administration recommended a \$6 per hour fee to reserve a court as well as a group rate of \$18 per court for half-day (5 hours or less) and \$36 per court for full day (5+ hours).

County Manager also reported that as a result of the COVID-19 pandemic, the Spray Park was open on Mondays last season and that the recommendation was to continue to operate seven (7) days a week during the season. County Administration recommended approval of the revised Granville Athletic Park fees and hours of operation as shown on page 12 of the revised Granville Athletic Park fees.

When asked, County Manager Felts said that the GAP reservations for the new amenities will be by manual reservations as of May 1, 2021 but that software for reservations and payments will be implemented in August or September.

Commissioner David T. Smith made a motion to approve the revised Granville Athletic Park fees and hours of operation as shown on page 12 of the fiscal year 2020-2021 Granville County Fee Manual.

When asked, County Manager Felts explained the rental rates of the fields per 1½ hours. He also explained that the cost of the rental of the amphitheater was reduced and that rentals have increased due to cost decrease and use during COVID for some organizations.

When Chair Hinman called for a vote on the matter, it passed unanimously to approve the revised Granville Athletic Park fees and hours of operation as follows:

GRANVILLE ATHLETIC PARK (GAP) FEES

Baseball/Softball/Soccer Fields		
	<u>Resident Rate</u>	<u>Non-Resident Rate</u>
Practice Field	\$10 per 1 ½ hours	\$20 per 1 ½ hours
Half Soccer Field	\$25 per 1 ½ hours	\$50 per 1 ½ hours
Baseball/Soccer/Softball Fields or Basketball Goals	\$25 per 1 ½ hours	\$50 per 1 ½ hours
Tournament Play		<u>Rate*</u>
Friday, 5 – 10 pm; Saturday, 8 am – 10 pm; Sunday, 1 – 10 pm		\$100 per field
<i>* Tournament rentals are available at the days/times specified and includes field lights (if applicable), a conference room, baseball/softball fields lined once each day, and baseball/softball fields dragged once each day. Additional field drag and/or lining is available at a rate of \$25 per field.</i>		
		<u>Rate</u>
Sand Volleyball		\$6 per hour
<i>Two courts are available to be reserved; Open courts are available on a first-come/first-served basis. Half- and full-day group rental rates are shown below.</i>		
Tennis Courts		\$6 per hour
<i>Six courts are available to be reserved; Open courts are available on a first-come/first-served basis. Half- and full-day group rental rates are shown below.</i>		
	<u>Half-Day (5 hours or less)^</u>	<u>Full Day (5+ hours during day)^</u>
Amphitheater	\$25	\$50
Picnic Shelter	\$50	\$100
Sports Pavilion	\$150	\$250
Sand Volleyball (Groups)	\$18 per court	\$36 per court
Tennis (Groups)	\$18 per court	\$36 per court
<i>^ Veterans participating in the Thank-A-Vet program offered through the Granville County Register of Deeds' office are eligible to receive a 10% discount on half- or full-day facility rates.</i>		
Spray Park		
<i>Open Memorial Day through Labor Day at days/times specified below.</i>		<u>Rate</u>
Group Rentals	Monday – Saturday, 10 am – 12 noon	\$50 per hour
Open to Public	Monday – Sunday, 12 noon – 5 pm	\$1 per person

BOARD APPROVED STORYWALK® PROJECT AT THE GRANVILLE ATHLETIC PARK

County Manager Felts explained that StoryWalk® is a great tool for early literacy and a fun excuse for children and families to enjoy two wonderful things simultaneously — reading and the outdoors. The StoryWalk® concept was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Vermont Bicycle & Pedestrian Coalition and the Kellogg Hubbard Library.* Creating a StoryWalk® literally involves taking apart a picture book and placing each laminated page in an outdoor weather-protected station so that children and families can enjoy books in an outdoor setting. The Granville County Library System (GCLS) and Granville County Parks & Grounds are jointly proposing installation of a

StoryWalk® at Granville Athletic Park for a small nominal upfront cost and low minimal ongoing cost.

The proposed project includes 18 stations installed along walking paths connecting the new GAP Phase III section to the existing park.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Zelodis Jay, and unanimously carried the Board approved the creation of a Storywalk® project at the Granville Athletic Park at the cost of approximately \$5,814 from the fiscal year 2020-2021 library and recreation budgets.

*GCLS will also ensure proper credit is given to the StoryWalk® concept creators in order to comply with trademark requirements which state that entities are welcome to use the concept however they must include this statement in all promotional materials: *“The StoryWalk® concept was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Vermont Bicycle & Pedestrian Coalition and the Kellogg Hubbard Library.”*

BOARD APPROVED REQUEST TO HOLD A PUBLIC HEARING ON A LEASE FOR THE DEPARTMENT OF SOCIAL SERVICES

County Manager Felts said the next item was to request authorization from the Granville County Board of Commissioners to schedule a public hearing to receive comments on the anticipated lease for space for a satellite Department of Social Services (DSS) office.

He explained that North Carolina General Statutes requires certain leases to obtain Local Government Commission (LGC) approval prior to entering the agreement. The anticipated lease for a DSS satellite office will extend beyond five (5) years and has a total agreement cost greater than \$500,000 for the life of the lease, so a public hearing is required to receive public comments on the anticipated lease. The Board of Commissioners approved authorizing County Administration to negotiate a 10-year lease for 9,600 square feet of space to accommodate a satellite DSS office. If approved, a public hearing would be scheduled for May 3, 2021. He noted that a draft copy of the lease, a proposed up-fit design, and the LGC application will be provided as part of the public hearing.

The consensus of the Board was to authorize the County Administration to schedule a public hearing during the May 3, 2021 regular meeting of the Granville County Board of Commissioners to receive comments on an anticipated 10-year lease for a County Social Services satellite office.

BOARD APPROVED 5-YEAR STRATEGIC PLAN FOR GRANVILLE COUNTY

County Manager Felts said the next item was to consider the adoption of the draft Granville County 2021-2025 Strategic Plan.

County Manager Felts explained that during the Granville County Board Retreat held on March 18, 2021 the draft Granville County 2021-2025 Strategic Plan was presented to the Granville County Board of Commissioners. The 5-year Strategic Plan was created by an ad-hoc Strategic Planning Committee comprised of County department managers and key employees. He explained the process to this point and noted that an additional strategy 7.2, on page 187 of the agenda packet, was added to the Public Safety focus area. He then asked the Board to consider approving the 5-Year Strategic Plan included in the agenda packet.

Board members commented that staff had put a lot of hard work into the plan and that it is a good plan to move the County forward.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried the Board approved adoption of the Granville County 2021-2025 Strategic Plan. A copy of the plan is available in the County Administration Office.

BOARD PRESENTATIONS

Commissioner Gooch commented that it was good to meet in person and he thanked everyone for their help and support as a new Commissioner.

Commissioner Jay said he was glad to see everyone and that there may have been some hiccups at the meeting tonight, but the Board had not met in person in a year.

Commissioner Smith said it was good to see and to talk to everyone in person.

DURING BOARD PRESENTATIONS, BOARD APPROVED HOLE SPONSORSHIP FOR THE GRANVILLE COUNTY CRIME STOPPERS GOLF TOURNAMENT

Commissioner Smith then asked the Board to consider a hole sponsorship for the 3rd annual Granville County Crime Stoppers Golf Tournament on May 20, 2021 with tee off time at 1:00 p.m. He encouraged anyone interested in playing in the tournament to get in touch with Mayor Bobby Wheeler.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved a \$100 hole sponsorship for the Granville County Crime Stoppers Golf Tournament on May 20, 2021.

BOARD PRESENTATIONS CONTINUE

Commissioner May thanked the Board and County Manager for allowing time for Commissioner Gooch and him to review Granville County's Comprehensive Plan, a supplemental document to the Granville County 2021-2025 Strategic Plan, which was adopted

before they came on the Board. He then thanked the Board and Sheriff Charles R. Noblin, Jr. for acceptance of the pursuit of the accreditation by the Sheriff's Office that was included in the Strategic Plan to further improve and bring better services to Granville County. He also mentioned that a supplemental document of the Strategic Plan identified how the County is partnering with the municipalities to bring about economic development to bring funding to Granville County.

Commissioner Karan said Shepherd Youth Ranch is hosting a fundraising event called "Big Hats and Bow Ties" on Friday, April 30 and to go to www.shepherdouthranch.org for more information. Shepherd Youth Ranch works with the school system and Juvenile Crime Prevention Council (JCPC).

Chair Hinman thanked those that stayed until the end of the meeting and said it was so good to see people. She announced that the Granville-Vance Public Health Department still has some of the Moderna vaccines available and that she was glad to see things getting back to normal as more people are vaccinated.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Russ May, and unanimously carried, the Board adjourned at 8:22 p.m.

Respectfully submitted,
Debra A. Weary, NCCCC, MMC
Clerk to the Board

APPROVED BY:

Sue Hinman, Chair

OXFORD, NORTH CAROLINA

April 19, 2021

The Members of the Board of Equalization and Review of Granville County met on Monday, April 19, 2021 at 6:00 p.m. at the Granville County Expo and Convention Center, 4185 Highway 15 South, Oxford, North Carolina. The purpose of this meeting was to address any appeals for Granville County.

Present were:

Chair:	Sue Hinman
Commissioners:	David T. Smith
	Zelodis Jay
	Russ May
	Jimmy Gooch
	Timothy J. Karan
County Manager:	Michael Felts
County Tax Administrator:	Jennifer Griffin

MEETING CALLED TO ORDER

At 6:00 p.m., Chair Sue Hinman called the meeting to order. During this meeting Mrs. Debra Weary, Clerk to the Board of County Commissioners, administered the Oath of Office for the Board of Equalization and Review.

There were no appeals at the time of this meeting.

Chair Hinman recessed this meeting of the Board of Equalization and Review to meet again on Tuesday, April 27, 2021 at 6:00.

April 27, 2021 meeting was cancelled due to no appeals.

Oxford, North Carolina

May 3, 2021

The Members of the Board of Equalization and Review of Granville County met on Monday, May 3 2021 at 6:00 p.m., at the Granville County Expo and Convention Center, 4185 Highway 15 South, Oxford, North Carolina. The purpose of this meeting was for the Commissioners to hold their final meeting of the Board of Equalization and Review for Granville County for 2021.

Present were:

Chair: Sue Hinman

Commissioners: Jimmy Gooch

Zelodis Jay

Timothy J. Karan

David T. Smith

Russ May

County Manager: Michael S. Felts

County Tax Administrator: Jennifer Griffin

MEETING CALLED TO ORDER

At 6:00 p.m., Chair Sue Hinman called the meeting to order and reconvened the Board of Equalization and Review.

Tax Administrator, Jennifer Griffin, informed the Board that all appeals were satisfied at the Assessors level.

Upon a motion by Commissioner Russ May, seconded by Commissioner David Smith, Chair Sue Hinman adjourned the 2021 session of the Granville County Board of Equalization and Review.

Respectfully submitted;

Jennifer S. Griffin, Clerk



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: South Granville High School Softball Team

PURPOSE:

To recognize the South Granville High School Softball Team.

BACKGROUND:

The Board of Commissioners will recognize the 2021 South Granville High School Lady Vikings Softball team for their successes and recognize the Team's family members, South Granville High School administration, coaches, students, and Granville County residents for the support of the Lady Vikings.

ATTACHMENTS:

Proclamation Recognizing South Granville High School Lady Vikings Softball Team

ACTION TAKEN:

SUE HINMAN
Chair
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

141 Williamsboro Street
Oxford, NC 27565

Proclamation Recognizing South Granville High School Lady Vikings Softball Team

WHEREAS, the Granville County Board of Commissioners issue this proclamation in recognition of the South Granville High School Lady Vikings Softball team for their legacy of Championships and their outstanding accomplishments on and off the field for this 2021 academic year; and

WHEREAS, the South Granville High School Lady Vikings Softball team has a stellar winning tradition. This tradition has provided many great moments in which the City of Creedmoor and Granville County residents take great pride. The many team members over the years have provided a legacy of success during and after their playing days. They will always be remembered for their athletic success and continuing to be ambassadors of Granville County; and

WHEREAS, since 2011 the South Granville High School Lady's Softball team has a record of 218 wins and 19 defeats. During this time period, the Lady Vikings have made seven regional series appearances, six being consecutive. Most recently, our Lady Vikings have won the North Carolina State 2AA Championships in 2015, 2016 and 2018. Many schools never experience a State Championship. This is not the case for our Lady Vikings, where winning is expected, and we acknowledge South Granville High School is where *Champions are made*; and

WHEREAS, the 2021 Lady Viking team members' success will be remembered for years to come. They have a career record of 59 wins with 6 defeats. This includes the 2018 North Carolina State 2AA Championship with a perfect record of 27 wins and no losses, and a regional appearance in 2019 with a record of 18 wins and 4 losses. This year, our Lady Vikings won the Eastern Regionals and went on to compete in the Championship series. Despite all the difficulties associated with the Pandemic, our Lady Vikings stayed true and continued their winning tradition; and

WHEREAS, the 2021 team includes players - Brooke Bowling, Senior #25; Paige Strickland, Senior #8; Jenna Curry, Senior #7; Kaitlyn Goss, Senior #14; Savannah Thompson, Junior #20; Megan Ellis, Junior #15; Maddie Gerovac, Sophomore #4; Candace Strombeck, Sophomore #16; Jani Spruill, Sophomore #18; Georgia Preddy, Freshman #5; Kylyn Dean, Freshman #10; and Savannah Norton, Freshman #11; and

WHEREAS, the Lady Vikings have been led by Head Coach Jackie Day since 2011. He is assisted by Assistant Coaches Donnie Boyd, Scott Brogdon and Statistician Sherry Thompson;

NOW, THEREFORE, BE IT PROCLAIMED, that the Granville County Board of Commissioners would like to congratulate the South Granville High School Lady Vikings Softball Team on their successes, and recognize the Team's family members, South Granville High School administration, coaches, students, and Granville County residents for all the support you have provided our Lady Vikings.

This the 7th day of June 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners



Granville County Economic Development

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

To: Board of Commissioners
From: Lynn Cooper
Department: Economic Development
Date: May 27, 2021

Title: Public Hearing Economic Development - Project Home

PURPOSE:

The purpose of this public hearing is to receive the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County.

BACKGROUND:

Granville County served notice that a hearing would be held to obtain the views on aiding and encouraging the location or expansion of industrial facilities in Granville County specifically as follows: the relocation of a manufacturing company to Granville County. The company will invest approximately \$2.1 million and will create 147 new jobs over three years and up to 500 by 2026. The maximum cost of the county funding will be \$200,000 which is in accordance with the County's funding policy to serve as the 50% match towards the \$400,000 One NC Grant awarded by the NC Department of Commerce.

All required advertising for the public hearing have been accomplished, and Harry Mills, Director of Economic Development, is present tonight to provide an overview of the project.

FUNDING:

This project will be funded with general County operation funds. The costs to the County of the County funded capital improvements will be offset by new tax revenues generated by the company's capital investment in the project over a period not to exceed five years.

RECOMMENDATION:

Following the public hearing, the Economic Development Director request approval of the total \$200,000 match to the \$400,000 One NC Fund grant

ATTACHMENTS:

Public Hearing Notice - Project Home

ACTION TAKEN:

Notice of Public Hearing

All interested persons please take notice that a public hearing will be held by the Granville County Board of Commissioners pursuant to N.C.G.S. 158-7.1 on June 7, 2021 at 7:00 p.m. or shortly thereafter in the auditorium of the Granville County Expo and Convention Center, located at 4185 US Hwy 15 South, Oxford, North Carolina.

The purpose of the public hearing is to hear the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County, Project Home, specifically as follows: a relocation and expansion of existing manufacturing company to Granville County. The company will invest approximately \$2.1 million and will create 147 new jobs over three years and up to 500 by 2026. The maximum cost of the County-funded improvements will be up to \$200,000 in accordance with the County's funding policy to serve as the 50% match towards the \$400,000 One NC Grant awarded by The North Carolina Department of Commerce.

This project will be funded with general County operating funds. The cost to the County of the County-funded capital improvements will be offset by new tax revenues generated by the company's capital investment in the project over a period not to exceed five years.

The public benefits to be derived from the making of these improvements include the development of industrial properties which will increase the County's tax base to better provide for County services, and to increase employment opportunities within the County.

All interested citizens are invited and urged to attend.

Debra A. Weary, Clerk to the Granville 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 3, 2021

Title: Public Comments

PURPOSE:

Public comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Environmental Services

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

To: Board of Commissioners
From: Debra Weary
Department: Environmental Services
Date: May 27, 2021

Title: Solid Waste Engineering Services - Task Order #3

PURPOSE:

To present Task Order No. 3 addition to the Master Service Agreement between Granville County and Garrett & Moore, Inc. for the Board's consideration.

BACKGROUND:

Wetlands in and around the upcoming Unit 2 Phase 2 landfill expansion project have been delineated under Task Order No. 1. Engineer has determined that impacting a wetland/stream adjacent to the Unit 2 Phase 2 expansion will facilitate the construction project. Specifically, the proposed Unit 2 Phase 2 expansion will produce approximately 90,000 cubic yards of excess soil material that will need to be stockpiled. Stockpiling the soil immediately adjacent to the Unit 2 Phase 2 expansion (as opposed to another location on the site) will result in a lower cost project for the County. Permitting of this wetland/stream impact prior to Unit 2 Phase 2 expansion is preferred. This wetland/stream impact is required to construction the remaining Unit 2 landfill phases subsequent to Phase 2.

Based on Engineer's review of previous permitting documents, Engineer has recommended Granville County prepare a modification to the approved Facility Plan for the Granville County Subtitle D Municipal Solid Waste Landfill. To prepare the modification to the Facility Plan, Engineer will need an updated and current wetland and stream delineation. Under this task order, Engineer will retain the services of a wetland specialist to prepare the wetland and stream delineation.

The result of this task order will be a prioritization of the desired wetland/stream impacts that are needed for the Unit 2 Phase 2 expansion and the future development of the Facility Plan. The prioritized wetland/stream impacts, up to the quantity allowed for by a Nationwide permit, will be submitted to the US Army Corps of Engineers for approval.

A copy of Task Order No. 3 detailing the scope of services is available in your agenda documents for your review and reference.

FUNDING:

The total of Task Order No. 3 is \$17,500 and is included within the MSW Landfill New Cell Construction budget.

RECOMMENDATION:

The Solid Waste Manager and County Manager recommend approval.

ATTACHMENTS:

Task Order #3 - Wetlands Delineation

ACTION TAKEN:

TASK ORDER NO. 3
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Master Service Agreement dated 31st day of December 2020 between Granville County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional services.

**GRANVILLE COUNTY SUBTITLE D MUNICIPAL SOLID WASTE LANDFILL
FACILITY WETLAND AND STREAM DELINEATION**

Background

Wetlands in and around the upcoming Unit 2 Phase 2 landfill expansion project have been delineated under Task Order No. 1. Engineer has determined that impacting a wetland/stream adjacent to the Unit 2 Phase 2 expansion will facilitate the construction project. Specifically, the proposed Unit 2 Phase 2 expansion will produce approximately 90,000 cubic yards of excess soil material that will need to be stockpiled. Stockpiling the soil immediately adjacent to the Unit 2 Phase 2 expansion (as opposed to another location on the site) will result in a lower cost project for the County. Permitting of this wetland/stream impact prior to Unit 2 Phase 2 expansion is preferred. This wetland/stream impact is required to construction the remaining Unit 2 landfill phases subsequent to Phase 2.

Based on Engineer's review of previous permitting documents, Engineer has recommended Granville County prepare a modification to the approved Facility Plan for the Granville County Subtitle D Municipal Solid Waste Landfill. To prepare the modification to the Facility Plan, Engineer will need an updated and current wetland and stream delineation. Under this task order, Engineer will retain the services of a wetland specialist to prepare the wetland and stream delineation.

The result of this task order will be a prioritization of the desired wetland/stream impacts that are needed for the Unit 2 Phase 2 expansion and the future development of the Facility Plan. The prioritized wetland/stream impacts, up to the quantity allowed for by a Nationwide permit, will be submitted to the US Army Corps of Engineers for approval.

Based on evaluations completed to date, Engineer has assumed that a **Nationwide** permit will be the preferred approach to permitting the wetland and stream impacts required. The alternative of preparing an **Individual** permit, which will be significantly

more costly and require significantly more time for approval, is not considered to be the best approach at this time. During the preparation of Tasks 1 and 2, Engineer will advise the County if an Individual permit would be necessary.

1. The Basic Services of ENGINEER for this Task Order are as follows:

Task 1 - Preliminary Wetland/Stream Determination

ENGINEER will subcontract with a wetlands specialist (WithersRavenel) to conduct a site evaluation of the Granville Co. Landfill site to identify and locate the approximate limits of onsite wetlands, streams and surface waters using a Trimble mapping grade GPS unit. Wetland specialist will prepare a Preliminary Wetland/Stream Determination Exhibit documenting the approximate wetlands, streams and riparian buffers identified during the site review.

Engineer and wetland specialist will participate in meetings, phone calls and email correspondence to discuss findings and determine strategy for 404/401 permitting of impacts necessary for future expansions of the landfill. Mitigation cost assessment for various permitting scenarios will also be prepared.

Task 2 - 404/401 Permitting – Nationwide Permit Option

Wetland specialist will conduct a pre-application meeting with the USACE & NCDWR to discuss the proposed impacts prior to submittal of the application. A NWP Pre-Construction Notification (PCN) and supporting documentation will be prepared and submitted to the US Army Corps of Engineers (USACE) and NC Division of Water Resources (NCDWR) requesting authorization of the proposed impacts associated with construction of the proposed project. Engineer will prepare the impact maps for permitting.

Wetland specialist will communicate with both agencies during the review period to identify comments/questions regarding site design, avoidance and minimization or mitigation requirements.

2. The responsibilities of OWNER are as follows:

- Review all project deliverables in a timely manner and forward submittals to ENGINEER as appropriate.

3. The time period for the performance of ENGINEER's services are as follows:

- ENGINEER will perform Task 1 within 60 days of authorization of this Task Order.
- ENGINEER will perform Task 2 within 90 days of authorization of this Task Order.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Fee</u>
TASK 1 – Preliminary Wetland/Stream Delineation	\$ 11,000
TASK 2 – 404/401 Permitting – Nationwide Permit Option	\$ <u>6,500</u>
TOTAL FOR TASK ORDER	\$ 17,500

- ENGINEER will invoice OWNER monthly on a task-by-task basis based on percent complete for each task.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order to be effective as of the date executed by OWNER.

FOR THE OWNER:

Granville County

By: _____

Name: _____

Title: _____

Date: _____

FOR THE ENGINEER:

Garrett & Moore, Inc.

By:  _____

Name: Vance F. Moore, P.E.

Title: President

Date: May 14, 2021



Granville County 911 Emergency Communications

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

To: Board of Commissioners
From: Trent Brummitt
Department: 911 Emergency Communications
Date: May 27, 2021

Title: Emergency Communications - Motorola SUA III Contract

PURPOSE:

To provide information about the Motorola SUA III radio contract for the Board's consideration.

BACKGROUND:

The NCSHP (North Carolina State Highway Patrol) maintains the state's VIPER radio system. The state signed a contract with Motorola Solutions to keep the state's VIPER radio system up to date on the latest software/hardware versions going forward. This requires all 911 centers that are directly connected to the state system to also maintain the latest software/hardware versions.

Attached is a three-year contract that will cover any software/hardware upgrades Granville County will need to stay directly connected to the state's VIPER system. Without this contract, if Granville County drops two versions below the state's version, we can no longer maintain our connection to the system. This contract payment is due on the last year of said contract.

The Emergency Communications Director is present to answer any questions the board may have about this agreement.

FUNDING:

Funding will consist of \$40,453.54 from E-911 restricted fund balance and budgeted FY 21-22 general funds for the remaining \$20,968.99.

RECOMMENDATION:

The Emergency Communications Director recommends approving the Motorola SUA III contract as quoted from Motorola Solutions, in the amount of \$61,422.53 using E-911 restricted funding for \$40,453.54, and FY 21-22 budgeted funds for the remaining \$20,968.99.

ATTACHMENTS:

Motorola SUA III Contract

ACTION TAKEN:



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000366456
Contract Modifier:

Date: 20-APR-2021

Company Name:	Granville County Emergency Communications
Attn.:	Trent Brummitt
Billing Address:	Po Box 906
City, State, Zip Code:	Oxford, NC 27565
Customer Contact:	Trent Brummitt
Phone:	919-692-0141

P.O.#: N/A
Customer #: 1000294059
Bill to Tag#: 0008
Contract Start Date: 01-JUL-2019
Contract End Date: 30-JUN-2022
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	\$1,494.55	\$17,934.66
	SSV01S01627A	ASTRO SUA II UO IMPLEMENTATION SERVICES CC	\$0.00	\$0.00
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATION SVC CC	\$107.49	\$1,289.87
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$0.00	\$0.00
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$0.00	\$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$224.74	\$2,696.95
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$2,989.10	\$35,869.29
		Sub Total	\$4,815.90	\$57,790.77
		Taxes	\$302.65	\$3,631.76
		Grand Total	\$5,118.54	\$61,422.53
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		
NCDPS Viper tenant, upgrade scheduled for 2021 Q3/Q4. (2) Dispatch Sites, (10) 7500 Ops, (8) CCGWs				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

SHADWINN BENSON

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Granville County Emergency Communications
Contract Number : USC000366456
Contract Modifier :
Contract Start Date : 01-JUL-2019
Contract End Date : 30-JUN-2022

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.



Granville County Sheriff's Office

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

To: Board of Commissioners
From: Michael Felts
Department: Sheriff's Office
Date: June 1, 2021

Title: Handheld Backscatter Device Purchase

PURPOSE:

To consider the purchase of a Viken Detection Nighthawk HBI Handheld Backscatter Device for use by the Sheriff's office.

BACKGROUND:

Viken Detection HBI is a rugged, ergonomic, handheld backscatter x-ray instrument that enables users to quickly and cost-effectively find concealed explosives, narcotics, and other contraband through 3 mm of steel equivalent material — more than three times the thickness of typical motor-vehicle body panels — with none of the limitations of portable transmission x-ray systems. The HBI weighs approximately 8 lbs. and images objects with a miniaturized, internal x-ray generator that makes a raster-scanning pencil beam of x-rays to scan objects of interest. As the handheld HBI is moved over the object, a 2- dimensional backscatter x-ray image of the object is displayed in real-time on HBI's high-resolution transfective LCD touchscreen and saved in the instrument's memory.

Older portable transmission x-ray systems require the x-ray source module and the detector module to be placed and aligned (with the source on one side of the object and the detector on the other side) before an x-ray image can be taken. Sometimes it is not possible to place the source and detector where they are needed to produce a good transmission x-ray image; and it is not possible to take transmission x-ray images close to ground. Portable transmission x-ray systems scan about 6 by 8 inches (15 by 20 cm) at one time, and it can take minutes to scan an object of interest. With the new HBI backscatter x-ray imager you can scan small or large objects and see what is inside immediately. Scan up to a square foot (30 by 30 cm) per second and see high-contrast backscatter x-ray images of concealed threats — in vehicle fenders, doors, bumpers, exhaust manifolds, dashboards, seats and tires. Find improvised explosive devices (IEDs) in backpacks and similar threats in seconds, even in tight corners and next to the ground.

Viken Detection's HBI is the first-ever handheld x-ray imager that enables customs and border patrol agents and other inspectors to quickly find concealed threats and contraband in motor vehicles, ships, aircraft, steel drums, trash receptacles, mailboxes and other locations. The HBI lets law-enforcement officers, private security personnel and others to quickly inspect abandoned bags and packages for threats without opening them. The HBI has safety interlocks, a built-in video camera and flashlight.

Attached for your reference is the sole-source quote from Viken Detection in the amount of \$46,450 along with the associated terms and conditions.

FUNDING:

Department of Justice Forfeiture funds are available for this purchase.

RECOMMENDATION:

The Sheriff recommends approving the purchase of the Nighthawk HBI Handheld Backscatter Device from Viken Detection in the amount of \$46,450.

ATTACHMENTS:

Viken Detection Quote with Terms and Conditions

ACTION TAKEN:



DETECTION

formerly HEURESIS

Quotation

Quote #: Q-02478-1
Date: 5/18/2021 10:52 AM
Expires On: 7/17/2021

Viken Detection

21 North Avenue
Burlington, Massachusetts 01803
United States

Phone: 617-467-5526
Fax: 617-467-5024
Email: sales@vikendetection.com

Ship To
Garrett Paschall
Granville County Sheriff Office
525 new commerce dr
Oxford, 27565
United States
919-667-4684
garrett.paschall@granvillecounty.org

Bill To
Granville County Sheriff Office
525 new commerce dr
Oxford, 27565
United States

SALESPERSON	PHONE	EMAIL	LEAD TIME	PAYMENT TERMS
Adam Robison	+1 6146348082	arobison@vikendetection.com	Approx. 2-4 weeks ARO	Prepaid, Net 30 subject to credit approval

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
3-100193	Handheld Backscatter Devices	Nighthawk-HBI XP	1	\$39,500.00	\$39,500.00
Subtotal:					\$39,500.00
Total:					\$39,500.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
3-100192	Configurations	140 KeV Source	1	\$4,000.00	\$1,750.00
3-100219	Configurations	Wide Area Detectors	1	\$2,500.00	\$1,250.00
Subtotal:					\$6,500.00
Total:					\$3,000.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
5-002298 B	Accessories	Spare Battery	1	\$231.00	\$0.00
Subtotal:					\$231.00
Total:					\$0.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
9-000001	Training	Training	1	\$5,000.00	\$3,750.00
Subtotal:					\$5,000.00
Total:					\$3,750.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10-000002	Shipping and Handling	Domestic 3 Day Shipping	1	\$200.00	\$200.00
Subtotal:					\$200.00
Total:					\$200.00

Subtotal:					\$51,431.00
Discount:					\$4,981.00
Total:					\$46,450.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature: _____ Effective Date: ____/____/____

Name (Print): _____ Title: _____

Purchase Order Number: _____ Sales Tax Exempt? Yes / No (If Yes, attach copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No Sales person is authorized to bind Seller to any promise or understanding not expressed herein.

TAXES

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

PRICES

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex#works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

PAYMENT

1. The term of payment shall be net 30 days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set#off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.
3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

1. Buyer shall not make any disposition of the Products, by way of transshipment, re#export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party#in#interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end#use and end#user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of

the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti# boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

WARRANTIES

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error#free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.
2. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.
3. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
4. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly# infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third#party claims for infringement arising out of Seller's use of such specifications/designs.

LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

EXCUSABLE DELAYS

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials,

- components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.
2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

GENERAL

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.
2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.

PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.



Granville County Finance

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

To: Board of Commissioners
From: Michael Felts
Department: Finance
Date: June 3, 2021

Title: **FY 2021-2022 Budget**

PURPOSE:

To consider approval of the FY 2021-2022 Budget, Compensation & Classification Plan, and Fee Manual.

BACKGROUND:

The Board has completed an extensive review of the submitted FY 2021-2022 annual budget for Granville County, including work sessions, a public hearing, and general discussions. Attached is a summary of changes approved from the Board's budget work sessions, changes made based on additional information provided to the County, and adjustments based on final review by County Administration and County Finance staff.

Attached for reference and review are the official Budget Ordinance that includes the County Health Plan Ordinance, Fee Manual, and Compensation and Classification Plan for Fiscal Year 2021-2022.

RECOMMENDATION:

After reviewing the budget documents and holding any additional discussion, consider adoption of the Fiscal Year 2021-2022 Budget Ordinance, 2021-2022 Fee Manual, and Compensation and Classification Plan for Fiscal Year 2021-2022.

ATTACHMENTS:

Summary of Changes to the Recommended Budget
FY 21-22 Budget Ordinance
Fiscal Year 2021-2022 Compensation and Classification Plan
Fiscal Year 2021-2022 Fee Manual with Changes

ACTION TAKEN:

Summary of Changes to the
Fiscal Year 2021-2022 Recommended Budget

Service Expansion	Description	Department(s) impacted	Adjustment to FY 21-22 Budget	
1	Background Screening Change	Human Resources	\$0	Funded in FY 20-21 Budget
3	Time and Attendance System	Non-Deparmtal	\$0	Funded in FY 20-21 Budget
10	Salary increase for Poll Workers	Board of Elections	\$3,098	
14	MyLibro	Library	\$0	Funded in FY 20-21 Budget
15	New Business Recruiter	Economic Development	\$93,574	
16	Oxford Downtown EDC	Economic Development	\$10,000	
17	Online Permitting Software	Building Code Enforcement	\$0	Funded in FY 20-21 Budget
21	Vests and Radios	Detention	\$28,336	Offset 100% with Inmate Housing Revenue
22	Vehicles	Detention	\$86,184	Offset 100% with Inmate Housing Revenue
23	Detention Officers (4)	Detention	\$109,262	Offset 100% with Inmate Housing Revenue
24	Operating Sergeants (2)	Detention	\$60,658	Offset 100% with Inmate Housing Revenue
25	Deputy Sheriffs (8)	Sheriff	\$53,882	

Correction/Adjustments	Department		
Insurance Adjustment for Admin.	Administration	(\$8,624)	Adjustment made based on add'l information/review
Adjustment in office lease payment	Human Resources	(\$3,700)	Adjustment made based on add'l information/review
Direct Facility Support	Schools	\$28,000	Adjustment made based on add'l information/review
NCACC Dues adjustment	Governing Board	\$353	Adjustment made based on add'l information/review
Add'l Vetern Service Technician position	Veteran's Service	\$44,834	Adjustment made based on add'l information/review
Correction to Sheriff's Cap Outlay	Sheriff	(\$9,000)	Adjustment made based on add'l information/review
Additional Car for EDC	Economic Development	\$32,000	Adjustment made based on add'l information/review
Correction to Friends - Roanoke River Basin	Specoal Appropriations	(\$5,600)	Adjustment made based on add'l information/review

Total Expenditure Increase	\$523,257
Less Offsetting Revenues	(\$284,440)

Net Increase in Use of Fund Balance	\$238,817	Note: total use of Fund Balance = \$5,645,236
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Note: These adjustments are incorporated into the proposed fiscal year 2021-2022 Annual Budget Ordinance

GRANVILLE COUNTY 2021-2022 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Granville County, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this County.

General Government:

Board of Commissioners	319,093
Administration	565,613
Information Technology	776,933
Human Resources	221,975
Finance Department	485,447
Internal Auditing	97,302
Board of Elections	613,967
Register of Deeds	357,148
Tax Administration	1,017,728
General Services & Court Facilities	651,772
Total General Government	5,106,978

Human Services:

Social Services	8,216,130
Veterans Services	120,029
Health & Medical Services	3,952,363
Senior Services	1,461,747
Total Human Services	13,750,269

Community Services:

Library	1,810,091
Cooperative Extension/4-H BEST, U.T.G.	540,949
Soil Conservation	85,853
Recreation	146,958
GAP/Jonesland Park Operations	463,459
Tourism	73,918
Development Services - Inspections Division	769,924
Development Services - Planning Division	420,122
Addressing/GIS	121,441
Construction Administration	364,700
Construction Projects	1,903,500
Economic Development	1,977,946
Total Community Services	8,678,861

Education:

Granville County Schools (Current Expense)	17,132,494
Granville County Schools (Debt Service)	6,071,128
Granville County Schools (Capital – Category 1)	1,076,460
Granville County Schools (Capital - Cat. 2 & 3 & S/w)	423,435
Vance-Granville Community College	784,518
Total Education	25,488,035

Public Safety:

Sheriff	9,237,185
Detention Center	3,862,257
Emergency Communications	1,365,961
Animal Management	740,899
Emergency Management	384,754
Fire Services	1,645,908
Forestry Administration	112,239
Other Emergency Services	70,000
Total Public Safety	17,419,203

Area Projects & Other Appropriations:

Special Projects	279,453
Non-Departmental	2,997,600
Pass Thru Funds	704,035
Total Area Projects & Other Appropriations	3,981,088

Contributions to Other Funds:

Transfer to Tourism Development Authority	270,000
Total Contributions to Other Funds	270,000

Contingency:

General Contingency	180,000
Contingency for Natural Disasters	10,000
School Repair Contingency	100,000
Total Contingency	290,000

TOTAL GENERAL FUND BUDGET 2021-2022 **74,984,434**

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Ad Valorem Taxes	43,249,722
Prior Years Taxes	450,000
Penalties & Interest	243,000
Less Tax Discount	(350,000)
Sales & Other Taxes	13,469,000
Licenses, Fees & Other Revenue	3,265,480
Investment Earnings & Operating Transfers In	15,000
Restricted & Intergovernmental	8,996,946
Appropriated Fund Balance	5,645,236

TOTAL REVENUES - GENERAL FUND 2021-2022 **74,984,384**

Section 3. The following amount is appropriated in the Emergency Telephone System Fund (ETSF), a Special Revenue Fund, for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Phone System & Furniture	184,165
Software Operations	76,200
Hardware Operations	31,300
Training	2,500
Implemental Functions	25,000
Total Expenditures	319,165

Section 4. It is estimated that the following revenues will be available in the Emergency Telephone System Fund, a Special Revenue Fund, for fiscal year beginning July 1, 2021 and ending June 30, 2022:

911 Board – State Funding	271,005
Appropriated Fund Balance	48,160
Total Revenues	319,165

Section 5. The following amount is appropriated in the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Memorial Projects	20,000
Total Expenditures	20,000

Section 6. The following revenues are available for the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Memorial Donations	20,000
Total Revenues	20,000

Section 7. The following is appropriated in the Solid Waste Convenience Sites Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Operations	1,480,550
Total Expenditures	1,480,550

Section 8. It is estimated that the following revenues will be available in the Solid Waste Convenience Sites Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Collection Fees	1,266,400
Other Revenue	44,500
Appropriated Fund Balance	169,650
Total Revenues	1,480,550

Section 9. The following amount is appropriated in the Construction & Demolition / Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Landfill Operations	1,861,675
Total Expenditures	1,861,675

Section 10. The following revenues are available for the Construction & Demolition/ Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

User Fees	1,650,175
Other Revenue	176,500
Vance Co. Mgr. Reimbursement	35,000
Total Revenues	1,861,675

Section 11. The following amount is appropriated in the Storm Water Management Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Storm Water Management Operations	361,826
Total Expenditures	361,826

Section 12. The following revenues are available for the Storm Water Management Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Storm Water Fees	270,000
Contributions from other units of Government	91,826
Total Revenues	361,826

Section 13. The following amount is appropriated in the Health Plan Internal Service Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Administration	738,699
Claims – Current Year	2,695,323
Total Expenditures	3,396,002

Section 14. The following revenues are available for the Health Plan Internal Service Fund for fiscal year beginning July 1, 2021 and ending June 30, 2022:

Health Plan Contributions	3,396,002
Total Revenues	3,396,002

Section 15. There is hereby levied a tax at a rate of \$.84 per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2021 for the purpose of raising the revenue listed as Ad Valorem Taxes in the General Fund in Section 2 of this Ordinance. The total rate of \$.84 is based on an estimated total valuation of \$5,230,907,631 and an estimated collection rate of 98.43%.

Section 16. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. The Budget Officer may transfer amounts between line item expenditures within a department without limitation and without a report being required. These changes should not result in increases in recurring obligations such as salaries.

b. The Budget Officer may transfer amounts between departments, including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Board of Commissioners.

c. The Budget Officer may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Section 17. The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Board of Commissioners. Any advances that extend beyond 60 days must be approved by the Board. All advances that will be outstanding as the end of the fiscal year must be approved by the Board. The Budget Officer should comply with the Fiscal Policy adopted by the Board annually as a part of the budget process.

Section 18. 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 19. It will be the policy of this Board that it will not absorb any reduction in State and Federal funds; that any decrease shall be absorbed in the budget of the agency by reducing personnel or department expenditures to stay within the County appropriation as authorized. This policy is extended to

any agency that is funded by the County and receives State or Federal money. This shall remain in effect until otherwise changed or amended by the Board of Commissioners.

Section 20. This Ordinance was adopted by the Granville County Board of Commissioners on June ??, 2021 and will become effective July 1, 2021.

Granville County Board of Commissioners

Sue Hinman, Chairman

2021-2022 SUMMARY OF FULL-TIME POSITIONS & COMPENSATION & CLASSIFICATION PLAN

Summary of Full-time Positions

The following section includes a listing of the full-time positions currently funded by the Granville County Board of Commissioners.

Compensation & Classification Plan

Also, included in this section is the current pay plan. The pay plan includes a listing of jobs, and the corresponding salary grade and range. Each year as a part of the budget process, the County Manager requests that department managers provide a listing of positions that they believe need to be restudied. This allows for one time per year that assignments to pay grades can be reviewed. In general, all mid-year requests for reclassification are deferred until the budget process.

During the month of March, the Human Resources Director will perform a pay study to review any pay or position reclassification request and make a recommendation to the County Manager. The Board must adopt any recommended changes before a position can be reclassified or modified.



SUMMARY OF AUTHORIZED FULLTIME POSITIONS

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Addressing/GIS	1	1	1	1	1
Administration	5	5	5	5	5
Animal Control	8	8	8	8	8
Board of Elections	4	4	4	4	4
Detention	35	36	37	43*	43
Economic Development	2	2	2	2	2
Emergency Communications - 911	18	18	18	18	18
Emergency Management	4	4	4	4	4
Facility Maintenance	3	3	3	3	3
Finance	4	4	4	4	4
4 H Best/Cooperative Extension	1	2<	2	2	2
Human Resources	1	1	1	2	2
Information Technology	3	3	4	4	4
Inspections	8	8	8	8	8
Internal Auditor	1	1	1	1	1
Solid Waste	4	4	4	4	4
Library	14	13<	13	13	13
Lyon Station & Cozart Water & Sewer Districts	n/a	n/a	n/a	n/a	n/a
Planning	5	5	5	5	5
Parks & Grounds	4	4	4	4	4
Register of Deeds	5	5	5	5	5
Senior Center	11	11	11	11	11
Sheriff	63	70	70	70	70
Social Services	85	90	92	96~	96
Natural Resource Conservation	1	1	1	1	1
Tax Administration	10	10	10	10	10
Tourism	1	1	1	1	1
Veteran Services	1	1	1	2+	2
Grand Total-All Funds	302	315	319	331	331

<reclassified full time general maintenance worker from library to cooperative extension

* additional positions added due to opening of new law enforcement center

~4 additional positions approved

+ additional position approved at April 5, 2021 board meeting

**Granville County
Salary Schedule
Fiscal Year 2021-2022**

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
50	18,750	19,688	24,375	30,000	50
51	19,594	20,574	25,472	31,350	51
52	20,476	21,500	26,619	32,762	52
53	21,397	22,467	27,816	34,235	53
54	22,360	23,478	29,068	35,776	54
55	23,366	24,534	30,376	37,386	55
56	24,417	25,638	31,742	39,067	56
57	25,516	26,792	33,171	40,826	57
58	26,664	27,997	34,663	42,662	58
59	27,864	29,257	36,223	44,582	59
60	29,118	30,574	37,854	46,589	60
61	30,428	31,949	39,557	48,685	61
62	31,797	33,387	41,336	50,875	62
63	33,228	34,889	43,197	53,165	63
64	34,723	36,459	45,140	55,557	64
65	36,286	38,100	47,172	58,058	65
66	37,919	39,815	49,295	60,670	66
67	39,625	41,606	51,513	63,400	67
68	41,408	43,478	53,831	66,253	68
69	43,271	45,435	56,253	69,234	69
70	45,218	47,479	58,784	72,349	70
71	47,253	49,616	61,429	75,605	71
72	49,379	51,848	64,193	79,006	72
73	51,601	54,181	67,082	82,562	73
74	53,923	56,619	70,100	86,277	74
75	56,350	59,168	73,255	90,160	75
76	58,886	61,830	76,552	94,218	76
77	61,536	64,613	79,997	98,458	77
78	64,305	67,520	83,597	102,888	78
79	67,199	70,559	87,359	107,518	79
80	70,223	73,734	91,290	112,357	80
81	73,383	77,052	95,398	117,413	81
82	76,685	80,519	99,691	122,696	82
83	80,136	84,143	104,177	128,218	83
84	83,742	87,929	108,865	133,987	84
85	87,510	91,886	113,763	140,016	85
86	91,448	96,020	118,883	146,317	86
87	95,563	100,341	124,232	152,901	87
88	99,863	104,856	129,822	159,781	88
89	104,357	109,575	135,664	166,971	89
90	109,053	114,506	141,769	174,485	90
91	113,960	119,658	148,148	182,336	91
92	119,088	125,042	154,815	190,541	92
93	124,804	131,044	162,245	199,686	93

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Salary Grade	Salary Range Hiring Rate Maximum	
Addressing Coordinator	M	N	N	66	37,919	60,670
911 - Emergency Telecommunications Manager	M	Y	E	75	56,350	90,160
911 - Telecommunicator Shift Supervisor	M	N	N	66T	37,919	60,670
911 - Telecommunications Quality Assurance Coordinator	M	Y	N	65	36,286	58,058
911 - Lead Telecommunicator	M	N	N	64T	34,723	55,557
911 - Telecommunicator	M	N	N	63T	33,228	53,165
Administration - County Manager	M	Y	E	N/A	N/A	N/A
Administration - Assistant County Manager	M	Y	E	82	76,685	122,696
Administration - Clerk to the Board/Executive Assistant	M	Y	N	72	49,379	79,006
Administration - PIO and Grants Coordinator	M	Y	N	67	39,625	63,400
Administration - Deputy Clerk	M	N	N	65	36,286	58,058
Animal Services - Animal Services Manager	M	Y	E	71	47,253	75,605
Animal Services - Animal Control Supervisor	M	Y	N	65	36,286	58,058
Animal Services - Animal Control Officer	M	Y	N	62	31,797	50,875
Animal Services - Animal Shelter Supervisor	M	N	N	62	31,797	50,875
Animal Services - Senior Administrative Specialist	M	N	N	62	31,797	50,875
Animal Services - Animal Shelter Attendant	M	N	N	59	27,864	44,582
Board of Elections - Elections Director	M	Y	E	72	49,379	79,006
Board of Elections - Deputy Elections Director	M	N	N	64	34,723	55,557
Board of Elections - Elections Specialist	M	N	N	61	30,428	48,685
4-H Best Program - Youth Program Coordinator	M	Y	N	65	36,286	58,058
Detention Center - Detention Center Administrator	M	Y	E	75	56,350	90,160
Detention Center - Detention Center Captain	M	N	E	71	47,253	75,605
Detention Center - Detention Center Lieutenant	M	N	E	69	43,271	69,234
Detention Center - Detention Shift Sergeant	M	N	N	67	39,625	63,400
Detention Center - Detention Assistant Shift Sergeant	M	N	N	65	36,286	58,058
Detention Center - Detention Corporal	M	N	N	65	36,286	58,058
Detention Center - Administrative Assistant	M	N	N	65	36,286	58,058
Detention Center - Facility Maintenance Mechanic	M	Y	N	64	34,723	55,557
Detention Center - Detention Officer	M	N	N	63	33,228	53,165
Detention Center - Administrative Specialist	M	N	N	60	29,118	46,589

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Salary Grade	Salary Range Hiring Rate Maximum	
Development Services - Development Services Director	M	Y	E	81	73,383	117,413
Development Services - Planning Director	M	Y	E	79	67,199	107,518
Development Services - Chief Building Code Enforcement Officer	M	Y	N	76	58,886	94,218
Development Services - Transportation Planner (Senior)	M	N	N	74	53,923	86,277
Development Services - Building Code Enforcement Officer III	M	Y	N	74	53,923	86,277
Development Services - Building Code Enforcement Officer II	M	Y	N	72	49,379	79,006
Development Services - Planner	M	N	N	70	45,218	72,349
Development Services - Building Code Enforcement Officer I	M	Y	N	70	45,218	72,349
Development Services – Building Code Enforcement Officer	M	N	N	68	41,408	66,253
Development Services - Fire/Code Enforcement Officer I	M	N	N	68	41,408	66,253
Development Services - Zoning Technician	M	N	N	66	37,919	60,670
Development Services - Administrative Assistant	M	N	N	65	36,286	58,058
DSS - County Social Services Director*	M	Y	E	82	76,685	122,696
DSS - Social Work Program Administrator I*	M	Y	E	75	56,350	90,160
DSS - Income Maintenance Administrator II*	M	N	E	74	53,923	86,277
DSS - Social Worker Supervisor III*	M	Y	E	73	51,601	82,562
DSS - Income Maintenance Administrator I*	M	N	E	72	49,379	79,006
DSS - Administrative Officer II*	M	Y	E	70	45,218	72,349
DSS - Social Worker I / A&T*	M	Y	N	70	45,218	72,349
DSS - Staff Development Specialist II*	M	N	N	69	43,271	69,234
DSS - Social Worker III*	M	Y	E	69	43,271	69,234
DSS - Child Support Supervisor II*	M	N	E	68	41,408	66,253
DSS - Human Services Planner/Evaluator*	M	N	N	68	41,408	66,253
DSS - Computer Systems Administrator I*	M	N	N	68	41,408	66,253
DSS - Income Maintenance Supervisor II*	M	N	E	67	39,625	63,400
DSS - Social Worker II*	M	Y	N	67	39,625	63,400
DSS - Lead Child Support Agent*	M	N	N	66	37,919	60,670
DSS - Income Maintenance Caseworker III*	M	N	N	65	36,286	58,058
DSS - Income Maintenance Caseworker III Lead Worker*	M	N	N	65	36,286	58,058
DSS - Child Support Agent II*	M	N	N	65	36,286	58,058
DSS - Income Maintenance Caseworker II W/A III*	M	N	N	63	33,228	53,165
DSS - Accounting Technician III*	M	N	N	63	33,228	53,165
DSS - Child Support Agent I*	M	N	N	63	33,228	53,165
DSS - Income Maintenance Caseworker II*	M	N	N	63	33,228	53,165
DSS - Accounting Technician II*	M	N	N	61	30,428	48,685
DSS - Computing Support Tech I*	M	N	N	61	30,428	48,685
DSS - Income Maintenance Caseworker I*	M	N	N	61	30,428	48,685
DSS - Income Maintenance Caseworker I W/A II*	M	N	N	61	30,428	48,685
DSS - Processing Assistant III*	M	N	N	57	25,516	40,826

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Salary Grade	Salary Range Hiring Rate Maximum	
Economic Development - Economic Development Director	M	Y	E	81	73,383	117,413
Economic Development - Administrative Assistant	M	N	N	65	36,286	58,058
Emergency Services - Emergency Management Director	M	Y	E	77	61,536	98,458
Emergency Services - Fire Marshal	M	Y	N	73	51,601	82,562
Emergency Services - Emergency Management Coordinator	M	Y	N	68	41,408	66,253
Emergency Services - Emergency Management/Safety Specialist	M	N	N	65	36,286	58,058
Facility Maintenance - Facility Maintenance Manager	M	Y	E	71	47,253	75,605
Facility Maintenance - Facility Maintenance Mechanic	M	Y	N	64	34,723	55,557
Facility Maintenance - Facility Maintenance Worker	M	Y	N	60	29,118	46,589
Finance - Finance Director	M	Y	E	82	76,685	122,696
Finance - Accounts Payable Specialist	M	N	N	68	41,408	66,253
Finance - Payroll Specialist	M	N	N	67	39,625	63,400
Finance - Finance Technician	M	N	N	63	33,228	53,165
Human Resources - Human Resources Director	M	Y	E	79	67,199	107,518
Human Resources - Human Resource Specialist	M	N	N	66	37,919	60,670
Information Technology - Information Technology Director	M	Y	E	81	73,383	117,413
Information Technology - Network Administrator	M	Y	N	74	53,923	86,277
Information Technology - Information Technology Technician	M	Y	N	69	43,271	69,234
Internal Audit- Internal Auditor	M	Y	E	75	56,350	90,160
Parks & Grounds - Parks & Grounds Maintenance Manager	M	Y	E	70	45,218	72,349
Parks & Grounds - Parks & Grounds Maintenance Supervisor	M	Y	N	66	37,919	60,670
Parks & Grounds - Grounds Maintenance Specialist	M	Y	N	60	29,118	46,589
Library - Library Director	M	Y	E	78	64,305	102,888
Library - Library Branch Manager	M	N	E	72	49,379	79,006
Library - Branch Librarian	M	N	E	70	45,218	72,349
Library - Librarian	M	N	N	68	41,408	66,253
Library - NC Room Specialist	M	N	N	66	37,919	60,670
Library - Library Circulation Supervisor	M	N	N	64	34,723	55,557
Library - Library Technology Services Specialist	M	N	N	64	34,723	55,557
Library - Senior Library Technician	M	N	N	63	33,228	53,165
Library - Library Technician	M	N	N	60	29,118	46,589
Library - Administrative Specialist	M	N	N	60	29,118	46,589

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Salary Grade	Salary Range Hiring Rate Maximum	
Register of Deeds - Register of Deeds	M	Y	E	75	56,350	90,160
Register of Deeds - Assistant Register of Deeds	M	N	N	64	34,723	55,557
Register of Deeds - Deputy Register of Deeds	M	N	N	61	30,428	48,685
Senior Services - Senior Services Director	M	Y	E	76	58,886	94,218
Senior Services - Senior Services Administrative Officer	M	N	E	70	45,218	72,349
Senior Services - Senior Services Social Worker	M	N	N	67	39,625	63,400
Senior Services - Senior Center Program Coordinator	M	N	N	65	36,286	58,058
Senior Services - Fitness Coordinator	M	N	N	65	36,286	58,058
Senior Services - Nutrition Program Supervisor	M	N	N	61	30,428	48,685
Senior Services - Administrative Specialist	M	N	N	60	29,118	46,589
Senior Services - Health Resource Aide	M	N	N	58	26,664	42,662
Senior Services - Custodian	M	N	N	56	24,417	39,067
Sheriff - Sheriff	M	Y	E	82	76,685	122,696
Sheriff - Chief Deputy	M	Y	E	78	64,305	102,888
Sheriff - Deputy Sheriff Captain	M	Y	E	73	51,601	82,562
Sheriff - Deputy Sheriff Lieutenant	M	Y	E	71	47,253	75,605
Sheriff - Deputy Sheriff Sergeant	M	Y	N	69	43,271	69,234
Sheriff - Sergeant (Special Operations)	M	Y	N	69	43,271	69,234
Sheriff - Deputy Sheriff Special Assignment	M	Y	N	67	39,625	63,400
Sheriff - Senior Administrative Assistant	M	N	N	67	39,625	63,400
Sheriff - Deputy Sheriff	M	Y	N	65	36,286	58,058
Sheriff - Administrative Assistant	M	N	N	65	36,286	58,058
Sheriff - Bailiff	M	N	N	63	33,228	53,165
Sheriff - Senior Administrative Specialist	M	N	N	62	31,797	50,875
Sheriff - Administrative Specialist	M	N	N	60	29,118	46,589
Soil Conservation - Natural Resource Conservationist	M	Y	E	68	41,408	66,253
Solid Waste - Solid Waste Management Director	M	Y	E	75	56,350	90,160
Solid Waste - Landfill Operations Specialist	M	N	N	64	34,723	55,557
Solid Waste - Senior Landfill Fiscal Specialist	M	Y	N	62	31,797	50,875
Solid Waste - Landfill Fiscal Specialist	M	N	N	59	27,864	44,582

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Salary Grade	Salary Range Hiring Rate Maximum	
Tax - Tax Administrator	M	Y	E	80	70,223	112,357
Tax - Property Appraisal Supervisor	M	N	N	72	49,379	79,006
Tax - Tax Collections Supervisor	M	N	N	70	45,218	72,349
Tax - Business Personal Property Appraiser	M	N	N	67	39,625	63,400
Tax - Mapper/GIS Technician	M	N	N	66	37,919	60,670
Tax - Personal Property Appraiser	M	N	N	64	34,723	55,557
Tax - Tax Collections Specialist	M	N	N	62	31,797	50,875
Tourism Develop. Authority - Tourism Development Director	M	Y	E	71	47,253	75,605
Veteran Services - Veteran Services Officer	M	Y	E	67	39,625	63,400
Veteran Services – Veteran Service Technician	M	N	N	61	30,428	48,685

N-Nonexempt from FLSA wage and hour guidelines.

E-Exempt from FLSA wage and hour guidelines.

*These classes are subject to the State Personnel Act (SPA).

GRANVILLE COUNTY

FEE MANUAL

Fiscal Year ~~2020-2021~~ 2021-2022

Fees Amended	Date
Fire Marshal Fees	6/1/2015
Planning Fees	6/1/2015
Library Fees	6/1/2015
Granville Athletic Park Fees	6/1/2015
Department of Social Services Fees	6/1/2015
Solid Waste Management Fees	6/1/2015
Animal Management Division Fees	6/6/2016
Fire Marshal Fees	6/6/2016
Planning Fees	6/6/2016
Register of Deeds Fees	6/6/2016
Tax Administration Fees	6/6/2016
Granville Athletic Park Fees	6/6/2016
Sheriff's Department Fees	6/6/2016
Solid Waste Management Fees	6/6/2016
Animal Management Division Fees	6/19/2017
Planning Fees	6/19/2017
Addressing/GIS Fees	6/19/2017
Register of Deeds Fees	6/19/2017
Board of Elections Fees	6/19/2017
Tax Administration Fees	6/19/2017
Granville Athletic Park Fees	6/19/2017
Solid Waste Management Fees	6/19/2017
Fire Marshal Fees	6/4/2018
Inspections Fees	6/4/2018
Planning Fees	6/4/2018
Tax Administration Fees	6/4/2018
Expo & Convention Center Fees	6/4/2018
Solid Waste Management Fees	6/4/2018
Tax Administration Fees	4/1/2019
Planning Fees	2/22/2019
Animal Management Division Fees	6/3/2019
Addressing/GIS Fees	6/3/2019
Library Fees	6/3/2019
Expo & Convention Center Fees	10/21/2019
Granville Athletic Park Fees	10/21/2019
Fire Marshal Fees	7/1/2020
Inspection Fees	7/1/2020
Library Fees	7/1/2020

Fees Amended	Date
Tax Administration Fees	7/1/2020
Granville Athletic Park Fees	4/19/2021
Animal Management Division Fees	TBD
Inspections Fees	TBD
Planning Fees	TBD
Solid Waste Management Fees	TBD

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INTRODUCTION

Granville County Government provides many services to its citizens. While a majority of the revenue that pays for these services is through local and State authorized taxes, some services are appropriately funded by user-fees. The user-fee concept essentially states that the cost of services that benefit a certain person or group of persons should be paid for by those persons. The cost of the service should be measurable and some administrative mechanism for charging the beneficiary should be available.

The user-fee concept promotes fairness because the revenue supplements the tax dollars that would otherwise be used to pay for the service. If, for example, the Inspections Department was funded by general tax revenue, the general citizenry would pay for the mandatory inspections required of homebuilders and developers. A full-cost recovery user-fee supplants this tax revenue and transfers these costs to the beneficiary of the services, ultimately the home buyer.

The following pages present a consolidated directory of user-fees for all departments.

ADDRESSING/GIS FEES

Private/Public Road Sign	\$135 or actual cost for sign & installation (whichever is higher)
Sponsored Littered Signs 18 x 24* sign, 8 foot post & installation	\$90 per sign (minimum of 2 signs for sponsor name)

ANIMAL MANAGEMENT DIVISION FEES

	Fee
Redemption by Owner (First time)	\$25
Redemption by Owner (Second time within 1 year)	\$50
Redemption (More than twice in 1 year)	\$75
Livestock Redemption Fee (First time)	\$50
Livestock Redemption Fee (Second time within 1 year)	\$100
Livestock Redemption Fee (More than twice in 1 year)	\$150
Livestock Boarding fee	\$25 per day
Boarding Fee while animal impounded	\$10 per day
Livestock Trailing Fee	\$100
Livestock Adoption Fee	\$100
Small Animal Adoption Fee	\$5
Adoption Fee (Includes vaccines)	\$50
Adoption Fee (501c3 Non-Profit Rescues & Fostering Veterinarians)	\$15 per animal with a maximum of \$50 per day*
Vaccination Fee (1Year)	\$6
Failure to comply with adoption contract penalty	\$150

*No adoption fees for 501c3 non-profit rescues and fostering veterinarians after they have paid \$1,000 in adoption fees during the calendar year. This resets on a calendar year basis.

Low Cost Spay/Neuter Program: Granville County residents who qualify as low income by participating in any Department of Social Services program or have income at the federal poverty level or less can purchase spay or neuter coupons for their cat and/or dog.

Adoptable Spay or Neuter Program: Adopters can choose to purchase Spay/Neuter coupons from the Animal Shelter, which can be used for spay/neuter operations performed by veterinarians within the

participating network. There are a limited number of coupons available each year. Coupon fees are shown in the chart below.

Program	Dog	Cat
Low Cost Spay/Neuter Program	\$20	\$10
Adoptable Spay or Neuter Program	\$55	\$30

BOARD OF ELECTIONS FEES

	Fee
Computer Generated List in Hardcopy	\$.00717 per page
Computer Generated CD	\$25 per run
Computer Generated 3.5" Diskette	\$25 per run
Computer Generated Labels	\$.3543 per page or actual costs \$.01181 per label or actual costs
Letter, Legal or Ledger Size Photocopies	\$0.25

Filing Fees are determined by the Office and posted prior to each filing period.

DETENTION CENTER FEES

	Fee
Daily Jail Fee	\$10
Inmate Medical Co-Pay	\$20 per visit
Overnight Out of State Inmate Transports	\$40 per inmate
U.S. Marshalls' Fee for Overnight Stay	\$35 per inmate

EMERGENCY SERVICES DEPARTMENT

EMS Division Fees

	Fee
Ambulance Call Record (ACR) Fee (applies only to liability claims for person injury) (amended 3-15-99; amended 7-1-05)	\$15
Ambulance Franchise Application Fee	\$1,000

EXPO & CONVENTION CENTER

<u>Rental Fees</u>		
Auditorium	\$200 Half Day	\$350 Full Day
Meeting Room	\$200 Half Day	\$350 Full Day
Auditorium & Meeting Room	\$350 Half Day	\$600 Full Day
Grounds (subject to availability)	\$150 Half Day	\$250 Full Day
Kitchen (subject to availability)	Free	Free
*Half-day rental is 5 hours or less, full day rental is any rental over 5 hours. The applicant must set-up and clean-up within the scheduled time that is listed on the rental agreement. If an additional day for set-up is needed, the applicant must pay an additional rental fee. * ½ price rental fees for Granville County affiliated government agencies, effective September 4, 2012. * 10% discount for veterans participating in the Thank-A-Vet program offered through the Granville County Register of Deeds’ office.		
Cleaning/Damage Deposit (Refundable*)		
Auditorium	\$200	
Meeting Room	\$200	
Auditorium & Meeting Room	\$400	
* Cleaning/Damage Deposit is refundable if the facility is clean and without damages based on the conditions of the Rental Agreement.		

FIRE MARSHAL FEES

Section A. Operational Permits	Fee
1. Aerosol Products (When in excess of 500 pounds of Level 2 or 3 aerosol products)	\$50
2. Aviation Facilities (If Group H or S or if repairing and/or refueling)	\$50
3. Amusement Buildings	\$50
4. Battery Systems (Exceeding 50 gal of liquids in storing system)	\$50
5. Carnivals and Fairs	\$50
6. Combustible dust-producing operations (Combustible dusts defined in Chapter 2)	\$50
7. Combustible Fibers: Storage and handling of combustible fibers in excess of 100 cubic feet	\$50
8. Compressed gases (If storing and/or handling at <i>normal temperature and pressure (NTP)</i> of compressed gases in excess of amounts listed in table 105.6.8. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle	\$50

9. Covered mall buildings: a. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. b. The display of liquid or gas-fired equipment in the mall. c. The use of open-flame or flame producing equipment in the mall.	\$50
10. Cryogenic fluids (If producing, storing, transporting on site use, handling, or dispensing in excess of amounts listed in Table 105.6.10. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.	\$50
11. Exhibits and trade shows	\$50
12. Explosives, Blasting Agents and Ammunition: a. 48 Hours b. 7 Days c. 30 Days (1) To manufacture, possess, store, sell or otherwise dispose of explosive or blasting agents. (2) To transport explosive or blasting agents. (3) To use explosive or blasting agents. (4) To operate a terminal for handling explosive or blasting agents. (5) To deliver to or receive explosives or blasting agents from a carrier at a terminal between the hours of sunset and sunrise. (6) To transport blasting caps or electric blasting caps on the same vehicle with explosives.	\$125 \$250 \$500
13. Flammable and Combustible Liquids	\$50
14. Flammable Finishes a. Spraying b. Dipping Spraying or dipping operations utilizing more than 1 gallon of flammable or combustible liquid on any working day.	\$50 \$50
15. Fumigation and Thermal Insecticide Fogging: Any fumigation or thermal insecticide fogging process.	\$50 Per Building
16. Hazardous Chemicals: Required for amount in excess of Table 105.6.20	\$50
17. High Piled Storage If exceeding 500 Sq Ft	\$50
18. Miscellaneous combustible storage: (If more than 2500 cubic feet)	\$50
19. Liquid or gas-fueled vehicles or equipment in assembly buildings	\$50
20. Lumber yards and woodworking plants (If lumber exceeds 100,000 board feet)	\$50
21. Ovens: Industrial baking or drying ovens using oil or gas fuel	\$50
22. Private Fire Hydrants Exception: Not Required for private industry with trained personnel, private fire brigade or fire departments to maintain, test and use private hydrants.	\$50
23. Pulverized particles (dust): Industrial processes producing combustible dusts.	\$50

24. Pyrotechnic special effects material	\$50
25. Liquid or gas-fueled vehicles or equipment in assembly buildings	\$50
26. Temporary Membrane Structures and Tents: Over 400 sq ft enclosed or 700 sq ft open. Exceptions: Tents used exclusively for recreational camping purposes.	\$50
27. Underground Storage Tank Installation or Removal (Per Site)	\$200
28. Above Ground Storage Tank Installation or Removal (Per Site)	\$200
29. Fireworks: a. Manufacture b. Sale, Possession, Outdoor Public Display c. Indoor Public Display	\$100 \$200 \$300
30. Permit Related Fines: a. Work started without a permit. b. Work finished without a permit.	\$250 + permit fee \$500 + permit fee
Section B. Mandated State Inspections	
1. Regular Inspections	See Section F
2. Imminent Hazard Violation (fine for EACH violation immediately). Overcrowding, Locked Exit Door, Blocked Exit Door	\$250
3. Other Non-compliance (fine for EACH violation)	\$50
Section C. Re-inspections	
Fee after two inspections when owner/operator fails to comply with code requirements and does not file an appeal (Paid by business owners or operators).	\$100
Section D. Routine Inspections	
<i>Manufacturing & Industrial</i> 0-3,000 sq ft 3,001-5,000 sq ft 5,001-10,000 sq ft 10,0001-50,000 sq ft 50,001-100,000 sq ft 100,000 sq ft and up	\$50 \$100 \$150 \$200 \$250 \$300
<i>Business & Mercantile</i> 0-1,500 sq ft 1,500-3,000 sq ft 3,001-5,000 sq ft 5,001-10,000 sq ft 10,001-50,000 sq ft 50,001-100,00 sq ft 100, 001 and up	\$20 \$50 \$100 \$150 \$200 \$250 \$300
Day Care	\$100
Rest Home	\$50 or \$10 per sleeping unit

Family Care Homes	\$50
Nursing Centers	\$50
Hospitals/Institutional Facilities	\$100
Foster Homes	\$25
ABC Permit	\$100
Churches	\$50
Schools	\$50
Residential/Dormitory	\$50 or \$10 per sleeping unit

GRANVILLE ATHLETIC PARK FEES

Baseball/Softball/Soccer Fields		
	<u>Resident Rate</u>	<u>Non-Resident Rate</u>
Practice Field	\$10 per 1 ½ hours	\$20 per 1 ½ hours
Half Soccer Field	\$25 per 1 ½ hours	\$50 per 1 ½ hours
Baseball/Soccer/Softball Fields or Basketball Goals	\$25 per 1 ½ hours	\$50 per 1 ½ hours
Tournament Play		<u>Rate*</u>
Friday, 5 – 10 pm; Saturday, 8 am – 10 pm; Sunday, 1 – 10 pm		\$100 per field
* Tournament rentals are available at the days/times specified and includes field lights (if applicable), a conference room, baseball/softball fields lined once each day, and baseball/softball fields dragged once each day. Additional field drag and/or lining is available at a rate of \$25 per field.		
Sand Volleyball Pits		<u>Rate</u>
Two pits are available to be reserved; Open pits are available on a first-come/first-served basis. Half- and full-day rental rates are shown below.		\$6 per hour
Tennis Courts		\$6 per hour
Six courts are available to be reserved; Open courts are available on a first-come/first-served basis. Half- and full-day rental rates are shown below.		
	<u>Half-Day (5 hours or less)^</u>	<u>Full Day (5+ hours during day)^</u>
Amphitheater	\$25	\$50
Picnic Shelter	\$50	\$100
Sports Pavilion	\$150	\$250
Sand Volleyball Pits	\$18 per court	\$36 per court
Tennis Courts	\$18 per court	\$36 per court
Rates for organized groups requesting long-term reservations for multiple courts (i.e., tennis associations, etc.) may be negotiated on a case by case basis through County Administration.		
^ Veterans participating in the Thank-A-Vet program offered through the Granville County Register of Deeds' office are eligible to receive a 10% discount on half- or full-day facility rates.		
Spray Park		
Open Memorial Day through Labor Day at days/times specified below.		<u>Rate</u>
Group Rentals	Monday – Saturday, 10 am – 12 noon	\$50 per hour
Open to Public	Monday – Sunday, 12 noon – 5 pm	\$1 per person

GENERAL GOVERNMENT FEES

Non-Departmental fees are set for each office of County Government. These fees should be followed by all County employees unless the fee is specifically set by General Statutes or by an adopted Granville County Ordinance.

	Fee
Returned Check Fee	\$25
Photocopies (other data collection/copying)	\$0.10
ID Fee (labor cost plus materials)	\$4

INSPECTIONS FEES

New Homes & Modular Homes					
		B	E	P	M
Up to 1200 sf	\$573 \$602	\$288 \$303	\$115 \$121	\$85 \$89	\$85 \$89
1200 to 2000 sf	\$747 \$786	\$345 \$363	\$172 \$181	\$115 \$121	\$115 \$121
2001 to 3000 sf	\$945 \$995	\$372 \$392	\$229 \$241	\$172 \$181	\$172 \$181
3001 to 5000 sf	\$1,060 \$1,116	\$402 \$423	\$256 \$269	\$201 \$212	\$201 \$212
5001 sf and up \$1,060 \$1,116 (add \$0.26/sf over 5000 sf)					
HRF (Homeowners Recovery Fund)				\$10	
Temporary Service Pole Inspection Fee				\$65 \$70	
Residential Additions/Remodel					
Up to 400 sf Base Fee+				\$115 \$121	
401 sf to 800 sf Base Fee+				\$172 \$181	
Trade Fees Electrical, Plumbing, Mechanical 801 sq and up				\$65 \$70 Use new home rate	
Manufactured Homes					
		Without A/C		With A/C	
Single-Wide	\$258 \$272			\$318 \$386	
Double-Wide	\$314 \$331			\$374 \$442	
Triple-Wide	\$314 \$331			\$374 \$442	
Multi-Family Dwellings					
First Unit		\$859 \$904			
Each Additional Unit		\$229 \$241			
Trade Fees					
Building		\$65 \$70			
Electrical		\$65 \$70			
Plumbing		\$65 \$70			
Mechanical		\$65 \$70			
Fire		\$65 \$70			
Houses Moved onto Lots					
Base Fee+		\$172 \$181			
Trade Fees: Electrical, Plumbing, Mechanical		\$65 \$70			

Residential Accessory Buildings/Structures (Storage Bldgs, Garages, Carports, Decks, Porches, Gazebos, etc.)						
Base Fee+		(Built on lot)			\$115 \$121	
Trade Fees: Electrical, Plumbing, Mechanical					\$65 \$70	
Swimming Pools						
Base Fee+					\$115 \$121	
Trade Fees: Electrical & Plumbing					\$65 \$70	
Farm Accessory Buildings						
Trade Fees: Electrical, Plumbing, Mechanical					\$65 \$70	
Fire Alarm Review and Inspection						
0 – 5,000 SF					\$65 \$70	
5,001 – 10,000 SF					\$130 \$137	
10,001 – 25,000 SF					\$195 \$205	
25,001 – 50,000 SF					\$260 \$274	
50,001 – 75,000 SF					\$390 \$411	
75,001 – 100,000 SF					\$520 \$547	
100,001 SF and up					\$520 \$547 + \$0.005 per SF over 100,000	
Sprinkler Review and Inspection						
Per Riser					\$250 \$263	
Adult/Juvenile Group Home Inspections						
Inspection Fee					\$115 \$121	
Housing Complaints						
Inspection Fee					\$65 \$70	
Nonresidential						
\$0-\$2,500	Building	Electric	Plumbing	Mech	Fire	= Trade Fee
\$2,501-\$25,000	\$78 \$82	\$65 \$70	\$65 \$70	\$65 \$70	\$65 \$70	\$338 \$362
\$25,001-\$50,000	\$155 \$163	\$96 \$101	\$96 \$101	\$96 \$101	\$65 \$70	\$508 \$536
\$50,001-\$100,000	\$306 \$322	\$189 \$199	\$189 \$199	\$189 \$199	\$95 \$100	\$968 \$1,019
\$100,001-\$200,000	\$611 \$643	\$373 \$393	\$373 \$393	\$373 \$393	\$187 \$197	\$1,917 \$2,019
\$200,001-\$350,000	\$1,072 \$1,128	\$643 \$677	\$643 \$677	\$643 \$677	\$212 \$223	\$3,213 \$3,382
\$350,000-\$500,000	\$1,534 \$1,615	\$898 \$945	\$898 \$945	\$898 \$945	\$296 \$312	\$4,524 \$4,762
\$500,001-\$750,000	\$2,298 \$2,419	\$1,098 \$1,156	\$1,098 \$1,156	\$1,098 \$1,156	\$362 \$381	\$5,954 \$6,268
\$750,001-\$1,000,000	\$3,065 \$3,226	\$1,331 \$1,401	\$1,331 \$1,401	\$1,331 \$1,401	\$450 \$474	\$7,508 \$7,903
\$1,000,001 and up (\$7,508 \$7,903 + \$3.07/1,000 over 1 mil.)						
Service Pedestals						
Trade Fee: Electrical					\$65 \$70	
Temporary Service Poles						
Trade Fee: Electrical					\$65 \$70	
Re-inspection / Trip Fees						
First Trip					\$65 \$70	
Second Trip					\$150	
Third Trip					\$300	
ABC Permit Licensing Inspections						
Inspection Fee					\$237	

Contractor Change on Residential Building Permit	
A \$50 \$70 administrative fee will be charged to change the contractor information on an un-expired building permit if the residential property owner or contractor of an un-expired residential building permit can provide adequate documentation to support the contractor information change.	
Re-Issuance of Expired Building Permit	
50% of original permit (permits expired for more than 18 months will not be re-issued; A new permit must be obtained).	
Signs	
Base Fee+	\$65 \$70
Trade Fee: Electrical	\$65 \$70
ATM	
Base Fee+	\$65 \$70
Trade Fee: Electrical	\$65 \$70

LIBRARY FEES

	Fee
Overdue Fines (books, magazines, music CDs and VHS tapes)*	\$0.15/day \$5 maximum
Overdue Fines (DVDs and books on tape or CD)*	\$0.15/day \$5 maximum
Overdue Fines for Launchpad	\$30 maximum
Fines & Fees Threshold at which a Patron's Card is Blocked	\$5
Replacement Cost of a Library Card	\$1
Sending Faxes	\$1 for first page + \$0.25 for each additional page
Receiving Faxes	\$0.50/page
Computer Printing (black & white)	\$0.10/page
Computer Printing (color)	\$1/page
Genealogy Research Fee (applies only to requests for research made by mail or email)	\$5
Processing fee to be added to final statement. Not to be refunded if item is returned.	\$5
Charge for out of county residents.	\$15/annual
Patrons to pay their own Inter-Library Loan half/actual cost	Postage at half the actual cost
Replacement costs of Launchpad and/or Accessories	Launchpad \$120 Case \$13 Adapter \$8 USB Cord \$7 Bumper \$9

*No fines applied to children's materials.

PLANNING FEES

	Fee
Zoning	
Single Family, Two Family Dwelling, or Manufactured Homes	\$80
All other Residential	\$55
Boarding Stables	\$80
Commercial/Industrial & Additions	\$250 up to 1 acre of proposed development land area + \$25 per acre over 1 acre of proposed development land area
Riding Stables/Riding Academy Zoning Permit	\$250
Horse Show Zoning Permit	\$250
Special Event Zoning Permit	\$80
Sign	\$40 per each sign
Road/Street Closings	\$75 plus the actual cost of processing the request, advertising, mailing to adjacent property owners, etc.
Vested Right Approval	\$800 up to 1 acre of proposed development land area + \$25 per acre over 1 acre of proposed development land area
Conditional Minor Special Use Permit	\$900 up to 1 acre of proposed development land area + \$25 per acre over 1 acre of proposed development land area
Horse Show Conditional Use Permit	\$900
Variance	\$885
Appeals	\$790
Major Special Use Permit	\$2,400 up to 1 acre of proposed development land area + \$25 per acre over 1 acre of proposed development land area
Wireless Telecommunication Antenna Located on existing facility (co-location)	Collocation fee \$500
Deposit for technical consulting review for wireless telecommunication facilities for streamlined collocations.	\$1,000
Deposit for technical consulting review for wireless telecommunication facilities for substantial collocations.	\$4,000
Deposit for technical consulting review for wireless telecommunication facilities (new towers).	\$6,500
Appeal of Co-location Denial	\$1,000
Zoning Map Amendment (re-zone)	\$995 up to 1 acre of land area + \$25 per acre over 1 acre of land area
Land Development Ordinance Amendment	\$650
Copy of Land Development Ordinance	\$25
Land Development Ordinance CD-ROM Digital	\$30
8 1/2"x11" GIS Generated Map (any scale)	\$5 per map
36"x 36" Official Zoning/Watershed Map (1 inch=800 feet scale)	\$25 per map
40" x 36" Official Zoning/Watershed Map (Entire County)	\$25
Subdivision	
Exception Plat	\$25 per plat signed
Minor or Family Subdivision Plat	\$50 plus \$10 per each lot including residual tract or lot
Major Preliminary Subdivision Plat	\$1,100 plus \$25 per lot over 1 lot including residual tract or lot
Major Final Subdivision Plat	\$605 plus \$25 per lot over 1 lot including residual tract or lot

Subdivision Variance	\$165 per subdivision application
Private/Public Road Sign	\$125 or actual cost for sign & installation (whichever is higher)
Legal Review of Subdivision Agreements	\$400
Watershed Protection	
Single Family Residential	\$15
Boarding Stables	\$15
Riding Stables/Riding Academy	No Fee
Horse Show	No Fee
Special Event	\$15
Other Residential Uses	\$30 plus \$10 per each additional acre over one acre of proposed development land area
Non-Residential Uses	\$50 plus \$10 per each additional acre over one acre of proposed development land area
Minor or Family Subdivision Plat	\$5 plus \$1 per each lot including residual tract or lot
Major Preliminary Subdivision Plat	\$30 plus \$5 per each lot including residual tract or lot
Major Final Subdivision Plat	\$20 plus \$2 per each lot including residual tract or lot
Exception Plat	\$25 per plat signed
Special Intensity Bonus Density Allocation (SIBDA)	\$.10 per square foot
Escrow deposit for technical consulting review for Falls Lake Watershed storm water compliance if rules are triggered (<i>applicant must replenish escrow deposit if base escrow amount is exceeded by review prior to receiving a zoning permit</i>).	Base Escrow Amount: \$1000
Fast track Storm Water Plan review that meets adopted criteria for this type of review.	\$300

REGISTER OF DEEDS FEES

Vital Records	\$10
Birth Certificate Amendments	\$10
Delayed Birth Certificate Preparation	\$20
Birth Certificate Legitimations	\$10
Marriage License (Total)	\$60
a. Children's Trust (Included in Total)	\$5
b. Domestic Violence (Included in Total)	\$30
Notary Oaths	\$10
Certified Copies	\$5 for first page + \$2 each additional page
Plat Copies	\$2
UCC Search	\$30
UCC Search Copies	\$1
Old Deed/Marriage Copies	\$0.25
Photocopies	\$0.25
Miscellaneous Documents	\$26 for first 15 pages + \$4 each additional page
Deeds	\$26 for first 15 pages + \$4 each additional page
Deeds of Trust	\$64 for first 15 pages + \$4 each additional page
Excise Stamp Tax	\$1 + 2% per 1,000

Excise Recreation/Heritage	\$1 + 2% per 1,000
UCC Fixture Filings & Amendments (FF)	\$38 for up to 2 pages \$45 if more than 2 pages + \$2 per page over 10 pages
Certification Notary	\$2
Non-Standard Document Fee	\$25

SENIOR SERVICES FEES

All services provided through the Senior Centers in Granville County are generally provided at no cost to the participants except for the Fitness Programs. Donations are accepted if a participant wishes to make one. The following charges apply to the Fitness Program.

	Fee
Stretch and Wiggle	No charge
Joining Fitness Program (includes low impact aerobics, use of fitness equipment, and water aerobics).	\$12 per month (Oxford) \$10 per month (Creedmoor) (Oxford M-W-F, Creedmoor T-TH)

"Scholarships" are available for the Fitness Programs. Please apply with any of the Senior Services Staff.

DEPARTMENT OF SOCIAL SERVICES FEE

	Fee
Home Study for Adoption Cases Fee	\$250

SHERIFF'S DEPARTMENT FEES

	Fee
Service Fees	\$30 per defendant
Fingerprints	\$10
Gun Permits	\$5
Concealed Carry Permit	\$98/new
Concealed Carry Permit	\$83/renewal
Duplicate Permits	\$15
Drivers History (In-State)	\$2
Drivers History (Out-of-State)	\$3
QHNC Criminal History with Request from Attorney	\$3
Posted Land Fee	\$10
Posted Land Signs (Each Sign)	\$1
Notary	\$3

SOLID WASTE MANAGEMENT FEES

	Fee
Use of Convenience Centers: Households not having a recognized collections service (per ordinance).	\$86 \$91 per year
Use of Convenience Centers: Households having a recognized collections service.	\$20 \$25 per year
Landfill Tipping Fees: Municipal Solid Waste & C&D Waste	In County - \$37 \$38 per ton Out of County - \$37 \$38 per ton
Lump sum disposal fee per single wide mobile home	\$250
Clean Yard Waste/Land Clearing Debris/Inert Debris Pickup truck, Single axle trailer, Tandem truck, Tandem 14, Trailer (22 feet)	\$37 per ton
Mulch (\$5 for material + \$5 for loading)	\$10
Animal Carcasses	No charge
Asbestos	\$50 per ton
Commercial Certified Weight	\$5

TAX ADMINISTRATION FEES

The Tax Administration Department is responsible for billing and collecting Ad Valorem Taxes. The tax rate is set each year as a part of the Budget. The following fees are charged for the other services.

Paper copies	
8 1/2 x 11 Aerial Map	\$3
8 1/2 x 11 Line Map	\$2
11 x 17 Aerial Map	\$5
11 x 17 Line Map	\$3
Property Record Cards	\$0.50
Returned Check Fee/Non-Existent Account	\$25 or 10% of check amount (whichever is greater)
Garnishment Fee – County Taxes Only*	\$30 - \$60
Municipal Taxes Collection Fee	1.50%
Late Listing Fee	10%
Late Payment Fee	2% first month after 1/5; 0.75% each month thereafter
Interest on unpaid taxes for classified motor vehicles accrues at the rate of . . .	5% for the first month following the date taxes are due + 3/4% for each month thereafter until paid
GIS Fee Per Layer – Shape Files	\$10
Parcel Shape Files	\$100 + direct costs for each update
Tax Data – Excel Format	\$50

*Pre-Garnishment is sent to the taxpayer with the initial fee of \$30 to provide an opportunity to make arrangements or satisfy the tax lien within ten (10) days of the notice. If taxpayer fails to respond, the garnishment is sent to the employer and incurs an additional \$30. If there are multiple employees for the same employer, the second \$30 fee is distributed equally among those employees.

Note: On April 1, 2019, the Granville County Board of Commissioners approved including County-designated solid waste fees and stormwater fees to receive the 1.5% discount along with ad valorem taxes paid from July 1 through August 15.



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: Granville County Planning Board

PURPOSE:

To make appointments/reappointments to the Granville County Planning Board.

BACKGROUND:

The terms of Elvin Mangum, Jr. (District 3) and Michael O'Briant Turner (District 6) expire in June.

Others Serving:	Allen Nelson	District 1
	John Currin	District 2
	Howard Tyler	District 4
	Joshua H. Averette	District 5
	Justin Milstein	District 7

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: JCPC County Plan and Membership List for Fiscal Year 2021-2022

PURPOSE:

The Granville County JCPC 2021-2022 County Funding Plan as well as the JCPC Certification and Council's Specified Members' List needs to be certified before June 30, 2021.

BACKGROUND:

Each year the state of North Carolina requires that local JCPC's submit a county plan that includes items such as a county risks and needs summary, the funding plan for the year, a funding decisions summary, and a certification and member list.

The County Funding Plan, JCPC Certification and Members' List can be approved in one motion.

FUNDING:

N/A

RECOMMENDATION:

The Juvenile Crime Prevention Council (JCPC) recommends accepting the proposed 2021-2022 Granville County JCPC Funding Plan and Specified Members List.

ATTACHMENTS:

JCPC FY 2021-2022 Funding Plan
JCPC Certification and Membership List FY 2021-2022

ACTION TAKEN:

Granville County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$180,837 Local Match: \$ \$65,832 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Boys and Girls Club - Positive Action Skill Building Program	\$25,570	\$5,114					\$30,684	17%
2	Youth Villages - Community Connections Intensive Wrap-Around Program and Assessment	\$58,582	\$11,716					\$70,298	17%
3	Shepard Youth Ranch - Trails to Success Skill Building Program	\$31,637	\$6,327					\$37,964	17%
4	Granville 4H Best - Community Service and Teen Court Programs	\$61,238	\$12,248		\$28,060			\$101,546	40%
5	JCPC Administration	\$3,810	\$2,367					\$6,177	38%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$180,837	\$37,772		\$28,060			\$246,669	27%

The above plan was derived through a planning process by the Granville County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____
 Area Consultant Date

Reviewed by _____
 Program Assistant Date

Verified by _____
 Designated State Office Staff Date

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: **Granville**

Date: **June 8, 2020**

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|-----|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Yes |
| B. Is the membership list attached? | Yes |
| C. Are members appointed for two year terms and are those terms staggered? | No |
| D. Is membership reflective of social-economic and racial diversity of the community? | Yes |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | No |

If not, which positions are vacant and why?

The youth spots are not filled. This is difficult to coordinate with school scheduling.

STANDARD #2 - Organization

- | | |
|--|-----|
| A. Does the JCPC have written Bylaws? | Yes |
| B. Bylaws are ☐ attached or ☒ on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | Yes |
| D. Does the JCPC have written policies and procedures for funding and review? | Yes |
| E. These policies and procedures ☐ attached or ☒ on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually? | Yes |
| JCPC has: ☒ Chair; ☒ Vice-Chair; ☐ Secretary; ☐ Treasurer. | |

STANDARD #3 - Meetings

- | | |
|--|-----|
| A. JCPC meetings are considered open and public notice of meetings is provided. | Yes |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes |
| C. Does the JCPC meet bi-monthly at a minimum? | Yes |
| D. Are minutes taken at all official meetings? | Yes |
| E. Are minutes distributed prior to or during subsequent meetings? | Yes |

STANDARD #4 - Planning

- | | |
|---|-----|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | Yes |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? | Yes |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | Yes |

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (☐ RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

We will continue to work to find a solution to fill the vacancies.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2020.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	
	<u>3810</u>
Local	<u>2367</u>
Other	
Total	<u>6177</u>

<u>JCPC Chairperson</u>	<u>Date</u>
 <u>Chairman, Board of County Commissioners</u>	 <u>Date</u>
 <u>DPS Designated Official</u>	 <u>Date</u>

Juvenile Crime Prevention Council Certification (cont'd)

Granville

County

FY 2020-21

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Tonya Thomas	Director of Student & Support Services	☒	B	F
2) Chief of Police	Keith King	Chief of Police Creedmoor	☒	W	M
3) Local Sheriff or designee	Benji Laws	SRO	☒	W	M
4) District Attorney or designee	Dananai Gardner	ADA	☒		F
5) Chief Court Counselor or designee	David Carter	Chief Court Counselor	☐	W	M
6) Director, AMH/DD/SA, or designee	Laquitia Cozart	Cardinal Innovations Systems of Care Coordinator	☐		F
7) Director DSS or designee	Dana Mustian - Lyles	Child Protective Services Supervisor	☒	W	F
8) County Manager or designee	Harry Mills	Economic Development Director	☒	B	M
9) Substance Abuse Professional	Danielle Harris	Substance Abuse Professional		B	F
10) Member of Faith Community	Tolokun Omokunde	Pastor		B	M
11) County Commissioner	Russ May	District 5		W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)					
13) Juvenile Defense Attorney	Gina Reyman	Legal Aid Attorney			
14) Chief District Judge or designee	Katherine Burnette	District Court Judge	☒	W	F
15) Member of Business Community	Sandy Santos	Clayton Homes - Team Member Experience Manager		H	F
16) Local Health Director or designee	Meredith Wester	Social Worker	☒	W	F

Juvenile Crime Prevention Council Certification (cont'd)

17) Rep. United Way/other non-profit	Lasha Sneed	Families Living Violence Free		B	F
18) Representative/Parks and Rec.	Tina Cheek	Oxford Parks & Recreation		W	F
19) County Commissioner appointee	Leroy Anderson	District 1		B	M
20) County Commissioner appointee	Alex Fonvielle	District 2		W	M
21) County Commissioner appointee	Elliott Carver	District 3		B	M
22) County Commissioner appointee	Toni Calabrese	District 4		W	F
23) County Commissioner appointee	Alvin Downing, Sr	District 5		B	M
24) County Commissioner appointee	Xavier Wortham	District 6		B	M
25) County Commissioner appointee	Jackie Sergeant	District 7		W	F



Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: June 3, 2021

Title: Lease of Office Space for DSS Satellite Office

PURPOSE:

To consider final approval of lease of 9,600 square feet of office space located at 2531 East Lyon Station Road, Creedmoor for use as a DSS Satellite office.

BACKGROUND:

During their regular meeting held on May 3, 2021 the Board held the required public hearing associated with this proposed lease and the Local Government Commission considered Granville County lease application on Tuesday, June 1, 2021. County Administration anticipates receiving the LGC's approval letter and will provide the Board an update during the meeting.

The County proposes to lease approximately 9,600 square feet of office space located at 2531 East Lyon Station Road, Creedmoor. The lease will have an initial term of ten years, with two five-year options. The County plans to use the leased space as a satellite office for the County's Department of Social Services.

County staff working with the County Attorney have negotiated the basic terms of the agreement with base rental rates as shown below starting at a rate of \$8.50 per square foot. Additional information showing the location of the proposed site with general demographic information is included for your reference along with a draft copy of the proposed lease.

Base Rent:	Years	Rent per SF	Per annum	Per month
	1-2	\$8.50 psf	\$81,600	\$6,800
	3-4	\$8.76 psf	\$84,096	\$7,008
	5-6	\$9.02 psf	\$86,592	\$7,216
	7-8	\$9.29 psf	\$89,184	\$7,432
	9-10	\$9.57 psf	\$91,872	\$7,656

FUNDING:

Upfit costs and the first year's annual triple net rental costs are included in the fiscal year 2021-2022 operating budget.

RECOMMENDATION:

The County Manager recommends approval of the proposed lease and recommends directing the County Manager to execute the lease.

ATTACHMENTS:

Dutch-Village Lease

ACTION TAKEN:

LEASE
THIS LEASE is made this the _____ day of _____, 2021, (the "Effective Date") by
and between : JP-DV Ventures, LLC, Dutch SML, LLC, and Dutch PBL, LLC, as tenants in
common

Landlord, _____
having a notice address of: 135 Parkside Close
Alpharetta, GA 30022
Phone: 770-751-6555 Fax: _____ Email: JPProperties@optonline.net

Tenant, Granville County, a body politic and corporate
having a notice address of: P.O. Box 906 (mail); 141 Williamsboro Street (delivery), Oxford, NC 27565
Phone: (919) 693-5240 Fax: _____ Email: Michael.felts@granvillecounty.com

Property Manager: JP Properties, Inc.
Phone: 770-751-6555 Fax: _____ Email: JPProperties@optonline.net

WITNESSETH:
Upon the terms and conditions hereinafter set forth, the Landlord leases to Tenant and the Tenant leases from Landlord, the
property hereinafter described:

1. PREMISES. The property hereby leased to Tenant (the "Premises") is that area shown on Exhibit A hereto attached, which
is located at 2531 E. Lyon Station Road, Suites 6-B and 6-A
Creedmoor _____, North Carolina, and consists of approximately 9,600 SF
square feet, as shown on Exhibit A attached hereto. This Lease includes the non-exclusive right to use the common areas, if any, in the
building(s) and on the lot(s) where the Premises are located (said building(s) and lot(s), including the Premises, being hereafter called
the "Landlord Property"). The Landlord Property and Premises are shown on Exhibit A, attached hereto and incorporated herein by
reference.

2. TERM.
2.1. Initial Term. The "Commencement Date" of this Lease shall be Effective Date. The "Rent Commencement Date" is the
earlier of: (i) the date that Tenant first opens for business at the Premises or (ii) the date date that is one hundred twenty (120) days
following the Comencement Date. This Lease shall terminate (unless extended as herein provided) at midnight on the date which is
the last day of the full calendar month following the tenth (10th) anniversary of the Rent Commencement Date.

2.2. Option Periods. Provided Tenant is not in default of this Lease and is open and operating at the Premises, Tenant may, by
written notice delivered to Landlord not less than ninety (90) days, prior to the commencement of the applicable extension period,
extend this Lease for two (2) additional periods of five (5) years each (a separate notice being required for each extension period),
upon the same terms and conditions as are set forth in this Lease for the initial term, and at the rental rate or rates hereafter set forth.
Tenant's right to extend this Lease is subject to the further condition that no uncured Default (as defined in this Lease) by Tenant shall
exist, either at the time Tenant's notice of extension is given, or at the commencement of the applicable extension period.

2.3. Year. The initial term of this Lease and any properly exercised extension periods are hereafter together called the "Lease
Term". The first "Calendar Year" of this Lease shall begin on January 1 of the year of the Rent Commencement date, and end
December 31 of that same year. The first "Lease Year" of this Lease shall begin on Rent Commencement date, and end one year later.

3. USE. Tenant shall occupy the Premises on commencement of the Lease Term and thereafter continuously use the Premises
only for A Social Services office purposes ("Permitted Use"), but for none other use
without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. In no
event shall Tenant make any use of the Premises which: (a) violates any governmental laws, rules or regulations; (b) violates any
recorded restrictive covenants applicable to the Premises; (c) is or might constitute a nuisance; (d) makes hazard, liability, casualty,
property, or other required insurance unavailable to Landlord on Landlord's Property; or (e) for any of the exclusive uses or prohibited
uses attached hereto on Exhibit B. Tenant shall not permit its agents, employees, contractors, or invitees to place damaging loads on
the parking lots and drives located thereon.

4. SECURITY DEPOSIT. Landlord acknowledges receipt from Tenant of the sum of \$ 0
which sum Landlord shall retain, without any interest payable to the Tenant, as security for the performance by Tenant of each of its
obligations hereunder. After a Default by Tenant under this Lease, Landlord may, at its option, apply said deposit to cure Tenant's
Default; but if, prior to the termination of this Lease, Landlord depletes said deposit, Tenant shall immediately restore the amount so
used by Landlord. Unless the Landlord uses the same to cure a Default of Tenant, or at the conclusion of the Lease Term to restore the
Premises to its condition on the Rent Commencement Date, reasonable wear and tear excepted, Landlord shall, within thirty (30) days
of the termination of the Lease, refund to Tenant the balance of the deposit that the Landlord holds. If Landlord transfers the Security
Deposit to Landlord's successor in interest, then Landlord shall be released from any liability for return of the Security Deposit.

5. UTILITIES & JANITORIAL SERVICES. Tenant shall promptly pay all charges for utilities serving the Premises,
including, without limitation, electricity, telephone, gas, water, and sewer. All utilities for the Premises are seperately metered. Tenant
agrees to contract for janitorial services in its own name for proper cleaning of the Premises. Landlord may provide written guidelines
for minimum cleaning standards.

6. RENT PAYMENTS. "Rent" under this Lease consists of Minimum Rent plus Additional Rent, all as defined below. The
initial Rent payment due each month, beginning on the Rent Commencement Date, is: \$ 8,624.00

6.1. Payment. All Rent payable by Tenant shall be paid on the first day of each month without previous demand by Landlord, and
without setoff or deduction. If the Lease Term commences or terminates during the middle of a month, then Rent will be prorated for
that month. All Rent and other charges shall be paid to the following party and sent by Tenant to Landlord at the following address:

135 Parkside Close
Alpharetta, GA 30022
_____ or to such other payee or address
as Landlord may designate by prior written notice to Tenant.

6.2. *Late Fees – Bad Check Fees.* In addition to such other remedies as may be provided under this Lease, Landlord shall be entitled to a late charge for each monthly Rent payment which is past due more than five (5) days in an amount equal to the greater of ONE HUNDRED DOLLARS (\$100.00) or five percent (5%) of such past due Rent payment. In addition to said late charge, Landlord shall be entitled to receive a service charge of five percent (5%) of the amount of any rent check given by Tenant to Landlord which is not honored when first presented for payment by Landlord.

7. RENT ADJUSTMENTS.

7.1. *Minimum Rent.* Subject to any adjustments provided below, Tenant shall pay Minimum Rent during the Lease Term in the monthly amounts set forth below, payable in advance on or before the first day of each calendar month during the Lease Term.

Base Rent:	Years	Rent per SF	Per annum	Per month
	1-2	\$8.50 psf	\$81,600	\$6,800
	3-4	\$8.76 psf	\$84,096	\$7,008
	5-6	\$9.02 psf	\$86,592	\$7,216
	7-8	\$9.29 psf	\$89,184	\$7,432
	9-10	\$9.57 psf	\$91,872	\$7,656
	11-12	\$9.86 psf	\$94,656	\$7,888
	13-14	\$10.16 psf	\$97,536	\$8,128
	15-16	\$10.46 psf	\$100,416	\$8,368
	17-18	\$10.77 psf	\$103,392	\$8,616
	19-20	\$11.09 psf	\$106,464	\$8,872

7.2. *Rent Adjustments.* The Minimum Rent shall be increased as set forth above.

8. **ADDITIONAL RENT.** Additional Rent consists of the TICAM Expenses (as defined below) and all other costs and charges which Landlord is entitled to recover from Tenant under the terms of this Lease.

8.1. *TICAM.* “TICAM Expenses” means the taxes, insurance, and common area maintenance expenses, and includes all costs and expenses incurred by Landlord attributable to the ownership, operation, maintenance, and management of the Landlord Property, including, but not limited to, (a) during the Lease Term, the cost of Landlord’s capital expenses intended to keep the Landlord Property in compliance with all governmental laws, ordinances, rules and regulations applicable to the Landlord Property, and which laws, ordinances, rules, or regulations were first enacted or amended, or were first made applicable to the Landlord Property, after the Rent Commencement Date (b) all ad valorem taxes, (c) hazard, property and liability insurance premiums, and rent interruption insurance premiums, (d) common area maintenance expenses, including reasonable management fees; and (e) the following additional expenses: all expenses incurred by Landlord in connection with the use, ownership, operation and maintenance of the Landlord Property, including, without limitation, all general maintenance, repairs and replacements deemed necessary by Landlord or as may be required by any governmental authority or pursuant to any restrictive covenant which encumbers the Landlord Property; work performed by Landlord in accordance with this Lease; resurfacing, restriping, and repair of all parking areas and parking garages; painting; cleaning; trash removal; snow and ice removal; sweeping and janitorial services; signs; fire protection systems; personnel to implement any of the foregoing services, including, if Landlord deems necessary, the cost of security officers and security systems; all on-site costs and personnel expenses of Landlord incurred in managing the Landlord Property.

8.2. *Tenant Prorata Share of TICAM.* Tenant agrees to pay to Landlord, as Additional Rent, Tenant’s Proportionate Share of all TICAM Expenses. Tenant’s Proportionate Share of TICAM Expenses shall be calculated by dividing the square footage of the Premises by the total net rentable square footage of the Landlord Property (58,200 square feet). As of the date hereof, Tenant’s Proportionate Share of TICAM Expenses is 16.5%. This Lease shall be deemed and construed to be a "totally net lease" except as otherwise specifically provided herein, and the Landlord shall receive all rent and other payments to be made by Tenant hereunder free from any and all charges, assessments, sales or use taxes, impositions, expenses or deductions of any kind or nature whatsoever. However, nothing contained herein shall be construed to obligate Tenant to pay any franchise, corporation, transfer, estate, inheritance or income tax imposed upon Landlord.

8.3. *Monthly Estimated TICAM Payment.* Tenant shall pay to Landlord in advance with each monthly Minimum Rent payment, a sum equal to one-twelfth (1/12th) of the amount estimated by Landlord as Tenant’s Pro Rata Share of TICAM Expenses for the Calendar Year in which such Minimum Rent payment is due. For the first Calendar Year the amount of Tenant's Prorata Share of the estimated monthly TICAM Expenses under this Lease shall be \$19 per square foot of the Premises per month. Landlord shall have the right to make reasonable adjustments to the estimated TICAM Expenses from time to time, and Tenant's Monthly Estimated TCAM Payment shall be adjusted accordingly.

8.4. *Annual TICAM Reconciliation.* Each Lease year of the Lease Term, within thirty (30) days after delivery of a statement of the actual TICAM Expenses for the Calendar Year just concluded, Tenant shall pay to Landlord the amount by which the total estimated TICAM Expenses payments made by Tenant for the Calendar Year are less than the actual TICAM Expenses due from Tenant, and Landlord shall likewise refund any excess of estimated TICAM Expenses payments over actual TICAM Expenses within said thirty (30) day period.

8.5. *HVAC Service Contract.* Tenant shall, at Tenant’s sole cost and expense, obtain a service contract for the quarterly servicing of all HVAC equipment and systems which serves only the Premises in accordance with plans and specifications as reasonably directed by Landlord from time to time. Notwithstanding the foregoing, Landlord shall have the option, at Landlord’s sole discretion, to obtain such service contract on Tenant’s behalf and to invoice the cost of the same to Tenant, which invoice shall be promptly paid by Tenant.

9. TENANT’S ACCEPTANCE AND MAINTENANCE OF PREMISES.

9.1. *“As Is” Condition.* Tenant’s occupancy of the Premises represents to the Landlord that Tenant has examined and inspected the same, finds them to be as represented by the Landlord, and satisfactory for Tenant’s intended use; and evidences Tenant’s acceptance of the Premises in all respects “AS IS” and “WHERE IS”. Notwithstanding the foregoing, Landlord represents, warrants, and covenants to Tenant that to Landlord’s actual knowledge without independent investigation or duty to inquire of any third party: (i) there are no material defects in the chain of title to the Landlord Property that inhibit or may inhibit the Permitted Use; (ii) except as set forth on Exhibit B, the Permitted Use is in compliance with and does not conflict with and shall not conflict during the term of this Lease with any any reciprocal easement, covenant, restriction, restriction of easement, association requirements, or other agreement of record affecting the Landlord Property as of the date of this Lease ~~;~~ and (iii) the existing improvements and the improvements to be constructed on the Landlord Property are sufficient and in compliance with all Laws for Tenant's Permitted Use; ~~(iv) the structural portions of the Landlord Property are in good condition, working order, and are in compliance with the all laws, statutes, and ordinances (including building codes, zoning ordinances, and regulations), rules, orders, directives, and requirements of all federal, state, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi public authority which may be applicable to the Landlord Property or the Premises, or any part thereof, including, without limitation, the ADA and the OSH Act (“Laws”), including, but not limited to, the~~

ADA; (iv) the Landlord Property is properly zoned for the Permitted Use of the Premises by Tenant; and (v) the the Landlord Property and Premises comply with local laws relating to loading and parking requirements..

9.2. *Landlord Maintenance.* Landlord, at its sole cost and expense, shall be responsible for the timely maintenance, repair, and replacement of the roof, foundations, slab floors and subfloor components, structural members, any utilities running in or below the floor or running to or from the Premises, exterior walls, and exterior portions of the Demised Premises (excluding all glass, doors, windows, and all portions thereof). In the event a mechanical system serving only the Premises needs complete replacement, or requires repairs to **mechanical** system (a) heat exchangers, (b) evaporator coils, (c) condenser coils, (d) compressors, or (d) motors, and such replacement or repair is not due to damage caused by the Tenant's neglect or misuse of the system, then the Landlord shall pay all costs associated with such replacement or repairs.

9.3. *Tenant Maintenance.* Except for those items which the Landlord is required to maintain, Tenant agrees at its sole cost and expense to maintain and keep the Premises (including without limitation door locks and keys, overhead doors, and electrical, plumbing and mechanical systems serving only the Premises) in good first-class, order and repair and in compliance with all applicable governmental requirements imposed as a consequence of Tenant's operations in the Premises. Tenant shall also be responsible for the cost of any repairs or replacements to any part of the Premises or Landlord's Property due to damages caused by Tenant or its employees, visitors, agents or contractors.

9.4. *HVAC Service Contract.* **Except as may be otherwise provided for above, Tenant shall obtain a service contract for any HVAC equipment and system serving only the Premises from a vendor approved by the Landlord. The service contract shall provide for quarterly maintenance, including timely changing of all filters (at recommended intervals), adjustment and inspection of air handling mechanisms and control equipment, performance of necessary lubrication, system testing, and other such normal or manufacturer recommended maintenance procedures. Tenant shall submit a copy of the proposed service contract to Landlord for Landlord's approval.**

9.5. *Tenant Alterations and Trade Fixtures.* Tenant shall not make any alterations or changes to the Premises without Landlord's prior written consent. Tenant shall be permitted to install trade fixtures in the Premises, and, absent a Default by Tenant hereunder, to remove said trade fixtures from the Premises upon the termination of this Lease. If Tenant removes such trade fixtures, Tenant shall repair and restore all damage caused by such removal. If Tenant does not remove the trade fixtures at the end of the Lease Term, Landlord shall have the option either to declare such fixtures abandoned and Landlord the owner thereof, or to demand that Tenant promptly remove the same at Tenant's expense, and repair and restore all damage caused by such removal. Tenant shall not remove or damage any permanent improvements made by Tenant to the Premises, and all such improvements shall belong to Landlord at the termination of this Lease.

9.6. *Licensed Contractors.* Tenant shall not permit any work to be performed anywhere within the Landlord Property except by duly licensed contractors, each of whom must carry adequate general public liability, builder's risk, and workman's compensation insurance, certificates of which shall be furnished Landlord prior to the commencement of any such work on the Landlord Property. At no time may Tenant do any work that results in a claim of lien against Tenant's or Landlord's interest in the Premises, and if any lien is filed against the Landlord's Property, Tenant shall have the lien discharged within thirty (30) days as provided in N.C.G.S. 44A-16.

9.7. *No Dangerous Condition.* Tenant shall not permit or allow any act or deed to be performed on the Premises which is likely to cause injury to any person or to the Landlord Property. Tenant shall, at all times, keep the Premises and the entryways, parking areas, sidewalks and delivery areas (if any) adjoining the Premises in a clean, neat, and orderly condition and free from rubbish dirt, snow and ice, excepting those areas that are part of the common area.

9.8. *Access by Landlord.* Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to examine the same, to show them to prospective tenants for other spaces in the Landlord Property or for the Premises, to allow inspection by mortgagees, and to make such repairs, alterations, or changes as Landlord deems necessary.

9.9. *Delivery of Premises.* At the end of the Lease Term, Tenant shall deliver the Premises to Landlord in the same condition as existed at the time of the Rent Commencement Date, ordinary wear and tear excepted. Nothing herein shall be read to require Tenant to remove any improvements made pursuant to an upfit of the Premises.

10. **INSURANCE.** *Liability Insurance.* Subject to the terms of Section 9.6. hereof, Tenant shall, to the extent of insurance coverage if it has purchased insurance as allowed by N.C. Gen. Stat. §153A-435, indemnify Landlord and save Landlord harmless from and against all claims, actions, damages, liability and expenses in connection with loss of life, bodily injury, and damage to property occurring in or about the Premises, occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, contractors, customers, invitees or employees. Tenant shall, at all times, maintain in effect a comprehensive general public liability policy applicable to the Premises through an insurance company approved by Landlord, with combined single limits of liability of at least TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00). Such policy shall show Landlord and Landlord's Managing Agent, if any, as additional insureds, and a duplicate original or a certified copy of such policy and evidence of payment of premiums thereon shall be furnished to Landlord on or before the Commencement Date, and at all other times requested by Landlord, but not more often than twice annually, unless Tenant shall be in Default under this Lease. At least fifteen (15) days prior to the expiration or termination date of such policy, Tenant shall deliver to Landlord a renewal or replacement policy with proof of payment of twelve months' premium thereon in advance.

10.1. *Tenant's Property and Insurance Thereon.* Tenant shall properly maintain and care for its property on the Premises, and shall also carry, at Tenant's expense, hazard insurance with extended coverage, insuring against loss or damage to Tenant's property situated in or about the Premises to the full reasonable insurable value thereof with insurers acceptable to Landlord.

10.2. *Thirty (30) Day Notice.* All policies of insurance to be maintained by Tenant under this Lease shall provide that: (a) they may not be cancelled or amended except upon not less than thirty (30) days' prior written notice to Landlord and any mortgagee of Landlord of which such insurer has actual notice; and (b) coverage may not be denied thereunder, nor may the amount payable thereunder be diminished, by any negligent act or omission of Landlord or Tenant, or their successors or assigns.

10.3. *Landlord's Insurance.* Landlord shall maintain during the Lease Term a Commercial Package Policy of casualty insurance (or the successor to such coverage) on Landlord's interest in the Landlord Property for the full replacement cost of the Landlord Property, and with agreed amount and inflation cost endorsements; provided, however, Landlord shall not be obligated to insure any furniture, equipment or other personal property placed in the Premises by or at the expense of Tenant. The cost of all insurance maintained by Landlord may be included in the TICAM Expenses.

10.4. *Tenant Increases Landlord's Insurance.* If, because of anything done, caused to be done, permitted, or omitted by Tenant, the premium rate for any casualty insurance maintained by Landlord shall be raised, Tenant agrees that the amount of the increase in premium for insurance maintained by Landlord shall be paid by Tenant to Landlord within fifteen (15) days after receipt of written demand from Landlord, and shall be in addition to all other payments to be made by Tenant under this Lease. In addition, if Landlord shall demand that Tenant remedy the condition which caused the increase in the insurance premium rate, Tenant shall remedy such condition within thirty (30) days after receipt of written demand from Landlord.

10.5. *Mutual Waiver of Subrogation.* Each party waives all claims arising in any manner in its (the Injured Party's) favor and against the other party for loss or damage to the Injured Party's property located within or constituting a part or all of the Landlord

Property. This waiver applies to the extent the loss or damage is covered by: (a) the Injured Party's insurance; or (b) the insurance the Injured Party is required to carry under this Lease, whichever is greater. This waiver also applies to each party's directors, officers, employees, shareholders, partners, and agents, but does not apply to claims caused by Landlord's, Tenant's, or such other parties' willful misconduct. All policies of insurance maintained by either Landlord or Tenant under the terms of this Lease shall contain a provision whereby the insurer waives all rights of subrogation against Landlord or Tenant.

11. INDEMNITY. *Tenant's Indemnity.* Subject to the insurance requirements (including the limitations set out in N.C. Gen. Stat. §153A-435), releases and mutual waivers of subrogation set forth in this Lease, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the Building, (ii) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (iii) any act or neglect of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant. The provisions of this Section shall survive the termination of this Lease.

11.1. Landlord's Indemnity. Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, Landlord shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Landlord in or about the Premises or the Building, (ii) any act or neglect of Landlord, or any officer, employee, contractor, or servant of Landlord; and (iii) any breach of any Landlord representation and warranty.. This indemnity shall not apply to any claim for property loss or damage by Tenant or its officers, agents, employees, contractors, or servants. Tenant's failure to obtain any insurance coverage required under the terms of this Lease shall void Landlord's indemnity obligation to the extent such insurance would have provided coverage for the claim.

12. CASUALTY LOSS. If the Premises or Landlord's Property are damaged by fire or other casualty, then Landlord shall repair and restore the Premises to substantially the same condition immediately prior to such casualty, subject to the following terms and conditions. Landlord shall have no obligation to repair or replace any of Tenant's personal property or fixtures, or any alterations installed by Tenant.

12.1. Landlord's Termination Rights. Landlord shall have the right to terminate the Lease if: (a) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (ii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; or (b) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of 30% or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it shall give notice of the cancellation to Tenant within 30 days after the date of the casualty (or within 10 days after receiving notice from its insurance carrier or lender concerning the availability and use of insurance proceeds, if later).

12.2. Tenant's Termination Rights. If Landlord elects to restore the Premises, it shall so notify Tenant within the same time Landlord has for terminating the Lease for a casualty as set forth above, which notification shall state the amount of time Landlord reasonably anticipates will be required to restore the Premises. Tenant shall have the right to terminate the Lease if: (a) Landlord does not provide the required notification of restoration, (b) Landlord's estimated time to restore the Premises is more than 270 days from the date of the casualty, or (c) Landlord has failed to substantially restore the damaged Building or Premises within 270 days of the casualty. Tenant must exercise its right to terminate the Lease within 10 days of the event giving rise to the right to terminate.

12.3. Tenant's Insurance. Unless this Lease is terminated, Tenant shall promptly repair or replace Tenant's property in the Premises to at least the condition which existed prior to the casualty to the Premises, and the proceeds of all insurance carried by Tenant on its said property shall be held and disbursed for the purposes of such repair or replacement, to the extent required for such purposes.

12.4. Rent Abatement. Tenant's rent shall be reduced in proportion to the area of the Premises which is unsuitable for carrying on the Permitted Use from the date of the casualty until 15 days after the restoration is substantially complete. Provided, however, if the damage or casualty is caused by the negligence or other wrongful act or omission of Tenant, or of Tenant's subtenants, concessionaires, licensees, contractors, employees, agents, or invitees, there shall be no abatement of Rent or other charges which are Tenant's obligation under this Lease. Except for the abatement of the Rent and other charges hereinabove set forth, Tenant shall not be entitled to, and hereby waives, all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises, and for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration.

13. ENVIRONMENTAL COMPLIANCE.

13.1. Tenant's Responsibility. Tenant covenants and agrees that the Premises will, at all times during its use or occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits, and regulations of all state, federal, local, and other governmental and regulatory authorities, agencies, and bodies applicable to the Premises pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with any pollutant, contaminant, or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any applicable Environmental Law, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or hereafter amended including, without limitation, any material or substance which is: (a) designated as a "hazardous substance" pursuant to Section 311 of the federal Water Pollution Control Act (33 U.S.C. § 1317) or equivalent State Laws; (b) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903) or equivalent State Laws; (c) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) or equivalent State Laws; (d) petroleum; (e) asbestos or asbestos-containing materials; (f) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs; (g) radon; (h) medical waste; and (i) petroleum products ("Hazardous Materials") , including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended (all hereafter collectively called "Laws"). No material shall be installed anywhere else within the Landlord's Property, by Tenant, or any employee, agent, or contractor of Tenant, which contains any asbestos or other Hazardous Material; or which causes, or could cause all or any of Landlord Property to be in violation of any Laws: (a) when such material is installed; (b) while such material remains thereon; or (c) when such material is disturbed or removed.

13.2. Tenant's Liability. Tenant shall hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord does or may incur by reason of Tenant's failure to comply with this Section; including, but not limited to: (a) the cost of bringing the Landlord's Property into compliance with all Laws; (b) the reasonable cost of all appropriate tests and examinations of the Landlord Property to confirm that the same has been brought into compliance with all Laws; and (c) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Section.

13.3. Inspections by Landlord. Landlord and its engineers, technicians, and consultants (collectively the "Auditors") may, from time to time as Landlord deems appropriate, conduct periodic tests and examinations ("Audits") of the Premises to confirm and monitor Tenant's compliance with this Section. Such Audits shall be conducted in such manner as to minimize the interference with Tenant's permitted activities on the Premises; however, in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant's compliance with this Section. Tenant shall fully cooperate with the Auditors

in the conduct of such Audits. The cost of such Audits shall be paid by Landlord unless a Default has occurred under this Lease, or unless an Audit shall disclose a material failure of Tenant to comply with this Section, in either of which cases the cost of such Audit, and the cost of all subsequent Audits made during the Lease Term and within thirty (30) days thereafter (not to exceed two [2] such Audits in any consecutive twelve [12] month period), shall be paid for by Tenant within thirty (30) days of receipt by Tenant of invoices for such audits.

13.4. *Limitation on Tenant Liability.* Provided, however, the foregoing covenants and undertakings of Tenant contained in this Section shall not apply to any condition or matter constituting a violation of any Law: (a) which existed prior to the commencement of Tenant's use or occupancy of any portion of the Premises, and was not caused, in whole or in part, by Tenant or Tenant's agents, employees, officers, partners, contractors, or invitees; or (b) to the extent such violation is caused by, or results from, the acts or neglects of Landlord, other tenants in the Landlord Property, or Landlord's or such other tenants' employees, officers, partners, contractors, guests or invitees.

13.5. *Tenant's Liability After Termination of Lease.* The covenants contained in this Section shall survive the expiration or termination of this Lease, and shall continue for so long as Landlord, or its successors and assigns, may be subject to any expense, liability, charge, penalty, or obligation against which Tenant has agreed to indemnify Landlord under this Section.

13.6. *Receipt of Reports.* Tenant acknowledges receipt of the following: (i) that certain Limited Asbestors Inspection letter prepared by Enpuricon Inc. dated April 5, 2021 and (ii) that certain Phase I Environmental Site Assessment Report dated October 22, 2014 prepared by Partner Engineering North Carolina, PLLC bearing Partner Project No. 14-128006.1.

14. **RULES AND REGULATIONS.** Tenant shall comply with all applicable laws, ordinances and regulations affecting the Premises, and general rules and regulations for tenants of the Landlord Property as may be developed from time to time by Landlord and delivered to Tenant. Landlord's initial rules and regulations for the Premises and Landlord Property are attached hereto as Exhibit C and incorporated herein by reference.

15. **SUBORDINATION - ATTORNMENT.** This Lease shall be subordinate to any mortgage or deed of trust (both hereafter a "Mortgage") which may heretofore or hereafter be placed against the Premises by Landlord, unless the mortgagee or beneficiary thereunder (both hereafter a "mortgagee") requests that this Lease be superior to its Mortgage, in which event this Lease shall be superior. In the event any proceedings are brought for foreclosure of any Mortgage on the Premises, Tenant will attorn to the purchaser at a foreclosure sale, and any assignee thereof, and recognize such purchaser or assignee as Landlord under this Lease provided such purchaser or assignee agrees not to disturb Tenant's possession or rights under this Lease or in the Premises, so long as Tenant is not in Default under the terms of this Lease. Tenant shall execute, within twenty (20) days after Landlord's request, such instruments evidencing such attornment and subordination of this Lease and related matters as Landlord or its mortgagee shall request; and, as often as requested, shall sign estoppel certificates confirming any factual matter requested which is true and is within Tenant's knowledge regarding this Lease, the Premises, or Tenant's use thereof. Tenant agrees to give any such mortgagee of whom Tenant has been informed written notice of any Default or failure to perform by Landlord under this Lease. Such mortgagee shall have a reasonable period of time after such notice, in all events at least thirty (30) days, to cure any Default; and Tenant shall accept such cure if timely made by such mortgagee. Further, Tenant agrees to permit any such mortgagee, purchaser, or their successors and assigns, on acquiring Landlord's interest in the Premises or the Lease, to become substitute Landlord hereunder, with liability only for such Landlord obligations under this Lease as accrue after Landlord's interest is so acquired.

16. **SIGNS.** With Landlord's prior written approval, Tenant shall be required to install a storefront sign and a panel for the pylon sign, if available, consistent with other signs on Landlord Property in accordance with Landlord's reasonable specifications including, without limitation, the signage criteria attached hereto as Exhibit D and incorporated herein by reference. Tenant may not erect, install or display any sign or advertising material upon the Landlord Property without the prior written consent of Landlord.

17. **DEFAULT. Remedies.** If Tenant fails to pay any Rent or other sums payable by Tenant as provided in this Lease within five (5) days after the due date thereof; or breaches any other agreement or obligation herein set forth, and fails to cure such breach within ten (10) days after delivery of written notice thereof from Landlord; then a "Default" by Tenant shall have occurred under this Lease, and, in addition to any other legal right or remedy which Landlord may have for such Default, Landlord may, at its sole election and without further notice to Tenant, exercise one or more or all of the following remedies:

17.1.1. *Re-enter the Premises and correct* or repair any condition which shall constitute a failure on Tenant's part to perform or abide by the terms of this Lease, and Tenant shall reimburse Landlord within ten (10) days of receipt of invoice by Tenant for any expenditures made by Landlord in making such corrections or repairs;

17.1.2. *Re-enter the Premises and remove* therefrom Tenant and all Tenant property, and place or store such Tenant property in any public warehouse or place of safekeeping selected by Landlord, at the sole expense and risk of Tenant, all of which property Tenant shall be deemed to have abandoned and forfeited to Landlord if Tenant shall not claim and remove such property and pay all reasonable storage charges applicable thereto within thirty (30) days after delivery of written notice to remove from Landlord;

17.1.3. *Re-let the Premises* or any part thereof for such periods, and at such rentals and other terms and conditions as Landlord, in its sole discretion, may deem advisable, and Landlord may make alterations or repairs to the Premises which it may deem necessary or appropriate to facilitate such re-letting; and Tenant shall pay on demand all costs of such re-letting including the cost of any such repairs to the Premises. If this Lease shall not have been terminated, Tenant shall continue to pay all Rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the Lease Term the difference, if any, between the rent collected from any such subsequent tenant or tenants and the Rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rents reserved herein; or

17.1.4. *Terminate this Lease*, which termination shall be effected by delivery to Tenant of written notice of such termination; and upon such termination, Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost, including legal expenses and reasonable attorneys' fees, of recovering possession of the Premises, and the cost of any repairs to the Premises which are reasonably necessary to prepare the same for reletting.

17.1.5. Pursue any and all other remedies available to Landlord at law or in equity.

17.2. *No Waiver of Rights.* No course of dealing between Landlord and Tenant, or any delay on the part of Landlord in exercising any rights it may have under this Lease, shall operate as a waiver of any of the rights of Landlord hereunder, nor shall any waiver of a prior Default operate as a waiver of any subsequent Default or Defaults, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

17.3. *Remedies are Cumulative.* The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative, and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and are in addition to any other rights provided by law.

17.4. *Written Termination.* No exercise of any right or remedy by Landlord under this Lease shall effect a termination thereof unless Landlord shall elect to terminate this Lease by written notice to Tenant; provided, however, this Lease shall be deemed terminated upon delivery of such notice of termination.

18. **QUIET ENJOYMENT.** If Tenant promptly complies with all of its obligations hereunder, it shall peacefully have possession of the Premises during the Lease Term, provided that no action of Landlord in its work in the remainder of the Landlord Property, or in repairing or restoring the Premises, shall be deemed a breach of this covenant, or give Tenant any right to terminate or modify this Lease. In addition, Landlord shall not be liable to Tenant for injury or damage resulting from acts or omissions of parties other than Landlord occupying or using any part of the remainder of the Landlord Property.

19. **CONDEMNATION.** If the whole or at least twenty percent (20%) of the Premises are taken by any governmental body (other than Tenant), whether by Court action or by settlement in lieu thereof, and if the property so taken renders the remainder of the Premises unfit for the use thereof by Tenant, then Tenant shall have the option to terminate this Lease by written notice to Landlord within sixty (60) days of such taking. If the Tenant shall not elect to terminate, or if the taking does not include at least twenty percent (20%) of the Premises, there shall be an adjustment of the Rent reflecting, on a pro rata basis, any reduction in Tenant's leased space. Landlord shall be entitled to receive and retain the entire condemnation award for the taking of the Premises. Tenant shall have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant shall have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. Tenant, however, shall not be prevented from making a claim against the condemning party (but not against Landlord) for any moving expenses, loss of profits, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled; provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Premises.

20. **NO TERMINATION BY SALE.** No transfer or assignment of Landlord's interest in the Premises of this Lease shall terminate this Lease, or modify or amend the terms hereof, unless Tenant shall agree thereto in writing. The term "Landlord" as used in this Lease means only the owner of the fee title to the Landlord Property. The current Landlord, upon any transfer or conveyance of its interest in the Premises, shall be entirely freed and relieved of all covenants and obligations of the Landlord hereunder, provided that the transferee of Landlord's interest in the Landlord Property has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

21. **NO PERSONAL LIABILITY.** The liability of Landlord and any partners, agents, employees, stockholders, officers, or directors of Landlord shall be limited to Landlord's interest in the Landlord Property. No other assets of Landlord or any such other party shall be liable for, or subject to, any liabilities pertaining to this Lease.

22. **HOLDING OVER.** This Lease shall automatically terminate on the last day of the Lease Term without the requirement of notice from either party. Provided, however, if Tenant shall continue to occupy the Premises after the last day of the Lease Term with the prior written approval of Landlord, such occupancy shall be on a month to month basis, Minimum Rent shall be 150% of the Minimum Rent for the last full month of the Lease Term, and occupancy shall otherwise be upon the same terms and conditions as herein set forth, except that either party may terminate such month to month tenancy upon 30 days prior written notice to the other party.

23. **TENANT'S ASSIGNMENT - SUBLEASE.** Tenant shall not transfer, mortgage, encumber, assign, or sublease all or any part of the Premises, or a controlling or majority interest in the stock or partnership interests of Tenant, or any partner of Tenant, without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Factors which Landlord may consider in deciding whether to consent to a transfer, assignment or sublease include (without limitation), (a) the creditworthiness of the transferee, assignee or sublessee, (b) the proposed use of the Premises, (c) any renovations to the Premises or special services required by the assignee or sublessee, and (d) whether the assignment or sublease might result in a use that conflicts with the rights of any existing tenant. One consent shall not be the basis for any further consent.

24. **MISCELLANY.** (a) This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. (b) This Lease supersedes and cancels all prior negotiations between the parties, and all changes in this Lease shall be in writing and signed by the party affected by such change. (c) The singular shall include the plural, and the masculine or neuter includes the other. (d) Each party hereto which is a corporation or partnership (hereafter an "Organization") warrants and represents to the other party hereto that the Organization, and any of its partners or constituent members which are partnerships or corporations, are each valid and existing legal entities, in good standing and duly authorized to transact business in North Carolina, and, if different, their states of organization; and that all persons executing this Lease on behalf of an Organization, or any partner or constituent member thereof, have been duly authorized to do so. Further, the execution of this Lease has been duly authorized by all appropriate action of each Organization. (e) The Premises are leased subject to all recorded easements, restrictions, and rights of way legally affecting the same. (f) Notwithstanding any other provisions in this Lease, Landlord shall not be liable to Tenant for any special, con-sequential, incidental or punitive damages. (g) Should either party prevail in any legal proceedings against the other party for breach of any provision in this Lease, then the non-prevailing party shall be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels). (h) Time is of the essence in the performance of all payment and other obligations of Tenant under the terms of this Lease. (i) This Lease shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

25. **RECORDING.** This Lease shall not be recorded, but, at the request of either party and at such party's expense, a memorandum hereof, containing such information as is necessary to provide adequate record notice of the existence of the Lease and the terms hereof, including whether options to renew or purchase exist, shall be prepared and recorded in the county where the Premises are located.

26. **NOTICE.** Any notices which Landlord or Tenant is required or desires to be given to the other shall be deemed sufficiently given or rendered if addressed to the party at the notice address shown at the beginning of the Lease (or such other notice address previously provided by like notice) and: (i) delivered against a written receipt of delivery, (ii) mailed by express, registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery to the receiving party's address as set forth above. Each such notice shall be deemed to have been received upon the earlier of the actual receipt, or refusal by the addressee, or two (2) business days after deposit at any main or branch United States post office if sent in accordance with subsection (ii) above, and the next business day after deposit with the courier if sent pursuant to subsection (iii) above, all regardless of inability to deliver due to the recipient having failed to keep the sender informed of the recipient's current address.

27. **BROKERS.** Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner other than Tri Properties/ NAI Caroatlantic and None ("Brokers"), to whom Landlord will pay a commission pursuant to a separate written agreement between Landlord and Brokers.

27.1. **Indemnity.** Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future), claiming to have dealt with the indemnifying

party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this Section shall survive the termination of this Lease.

28. OTHER PROVISIONS. The following additional provisions are attached hereto and by this reference made a part hereof:

Restricted Companies List. Landlord represents that as of the date of this Agreement, Landlord is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Landlord also represents that as of the date of this Agreement, Landlord is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

E-Verify. Landlord warrants that it is and shall at all times remain in compliance with the “E-Verify” provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, Landlord shall require that all subcontractors providing services related to this Contract be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this paragraph shall be an event of default hereunder.

LGC and County Commissioner Approval. ~~This~~In the event this Lease is ~~contingent upon approval~~not approved by the North Carolina Local Government Commission and the Granville County Board of Commissioners on or before July 1, 2021, then Tenant may elect to terminate this Lease by delivering written notice of such termination to Landlord on or before July 1, 2021, TIME BEING OF THE ESSENCE with respect to such date.

Any promises by the County in this Lease to indemnify or hold harmless the Lessor, or any other person or entity, or to maintain general liability insurance, are made only to the extent permitted by law.

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen M. McNally
Finance Director, County of Granville

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed in duplicate originals, all as of the day and year first above written.

LANDLORD: JP-DV VENTURES, LLC*

TENANT: GRANVILLE COUNTY

By: _____
Printed Name: Andrea L. Plotkin
Title: Manager

By: _____
Printed Name: Michael S. Felts
Title: County Manager

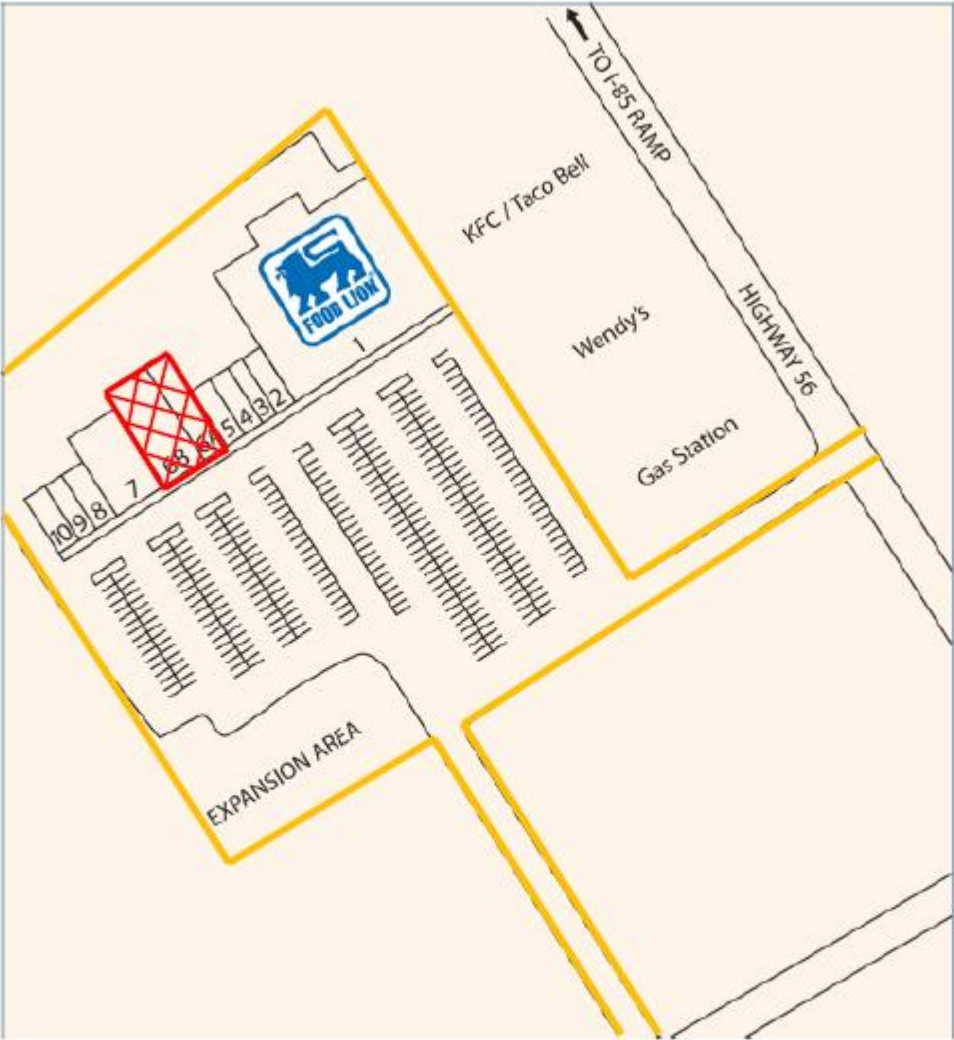
DUTCH SML, LLC*

By: _____
Printed Name: Steven M. Levy
Title: Manager

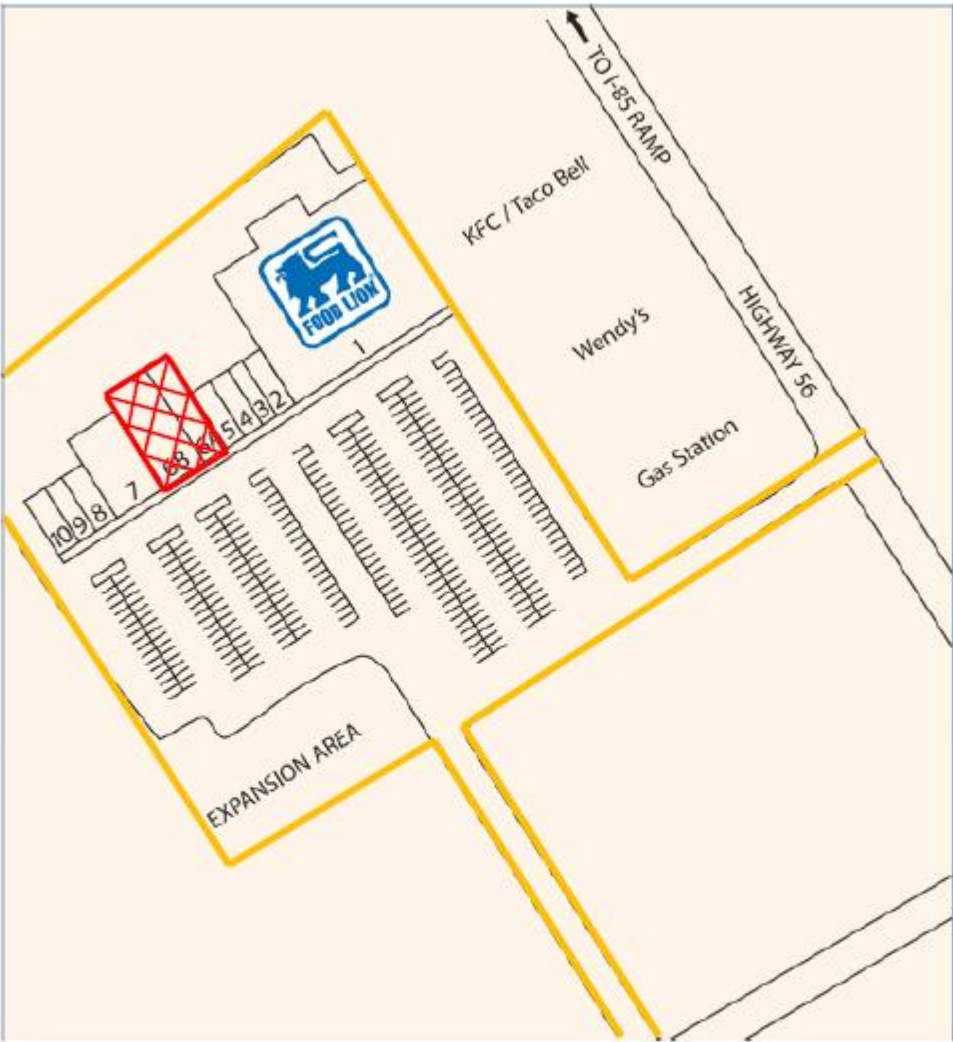
DUTCH PBL, LLC*

By: _____
Printed Name: Peter B. Levy
Title: Manager

JP-DV Ventures, LLC, Dutch SML, LLC, and Dutch PBL, LLC execute this Lease as tenants in common.



- Landlord Property
- Premises



- Landlord Property
- Premises

In no event shall the Premises be used for any of the following:

the sale of grocery, meat, produce, dairy, or any of them. Additionally, no theatre (motion picture or legitimate), no health spa, no skating rink, or other health, recreational or entertainment-type activity and no establishment which sells alcoholic beverages for on premises consumption shall be permitted to operate.

DRAFT

Rules and Regulations

COMMON AREAS: Tenant shall not use the common areas, including areas adjacent to the Premises, for any purpose other than ingress and egress, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules and Regulations. Without limiting the generality of the foregoing, Tenant shall not use the common areas to canvass, solicit business or information from, or distribute any article or material to other tenants, occupants or invitees of the Landlord Parcel. Tenant shall not allow anything to remain in any passageway, sidewalk, court, corridor, stairway, entrance, exit, shipping area, or other area outside the Premises and shall not allow loitering on any area outside the Premises. Janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.

DELIVERIES: All loading and unloading of goods shall be done only during normal business hours, in the areas, and through the entrances, designated for such purposes by Landlord.

Furniture, inventory and all other deliveries may be brought into the Landlord Parcel only at times and in the manner designated by Landlord, in compliance with all laws, and always at Tenant's sole risk. Landlord may inspect items brought into the Landlord Parcel or Premises with respect to weight or dangerous nature or compliance with this Lease or applicable laws. Tenant's use of any loading and service areas at the Landlord Parcel shall be subject to scheduling by Landlord. Tenant shall not take or permit to be taken in or out of other entrances of the Landlord Parcel, any item normally taken, or which Landlord otherwise requires to be taken, in or out through service doors. Tenant shall move all inventory, supplies, furniture, equipment and other items as soon as received directly to the Premises. Any hand-carts used at the Landlord Parcel shall have rubber wheels and side guards and no other material handling equipment may be brought upon the Landlord Parcel except as Landlord shall approve in writing in advance.

TRASH: All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. If Landlord shall provide or arrange for such service, Tenant shall pay Tenant's proportionate share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in the TICAM Expenses. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Landlord Parcel.

Trash and debris is not to be placed in any service corridor or any other common area. Trash left in service areas or behind buildings creates rodent and pest problems, constitutes a fire code violation and presents a safety hazard to other tenants, vendors and customers.

Upon discovery of any such hazard, Landlord may do the following:

1. Ask the tenant to remove and compact the trash immediately.
2. If no action is taken after a one-hour grace period, public safety will direct cleanup by the housekeeping staff and the Tenant will be billed \$50.00 in cleanup and penalty charges.
3. A letter citing the violation and explaining the lease policy will be sent to the Tenant's notice address with a copy to the store manager.
4. If subsequent violations occur, public safety will automatically initiate cleanup by the housekeeping staff and the Tenant will be billed \$50.00 in cleanup and penalty charges.

PROHIBITED ACTIVITIES: Tenant shall not (i) use strobe or flashing lights in or on the Premises or Landlord Parcel, or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, or other stickers or decals, balloons or such other articles in the Premises (or other areas of the Landlord Parcel), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Landlord Parcel or elsewhere, (v) bring or permit any bicycle or other vehicle, or dog or other animal (except service animals), fish or bird in the Landlord Parcel, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment servicing the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Landlord Parcel, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Landlord Parcel, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), or (x) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other tenant at the Landlord Parcel or the occupants of neighboring property.

TEMPERATURE: If the Premises are equipped with heating facilities separate from those in the remainder of the Landlord Parcel, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

PLUMBING EQUIPMENT: The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

PEST CONTROL: Tenant shall use at Tenant's cost, a qualified pest extermination contractor whose services shall be scheduled so as not to reasonably interfere with the operation of the Landlord Parcel. Tenant shall provide Landlord with evidence of compliance with this provision within ten (10) days after Landlord's written request.

HAZARDOUS SUBSTANCES: No portion of the Landlord Parcel shall be used for the use, disposal or storage of hazardous substances or waste of any kind or nature.

SIGNS AND DISPLAY WINDOWS: Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's storefront. Within the Premises, Tenant shall not (i) install any sign that advertises any product, (ii) install any sign within 24 inches of any window, or (iii) install any sign that is visible from outside the Premises or that is illuminated without Landlord's prior written approval. If Landlord approves or requires illuminated signs, Tenant shall keep the same illuminated each day of the Term during the hours designated by Landlord from time to time. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Landlord Parcel and shall comply with the sign criteria attached as **Exhibit D** to the Lease or otherwise developed by Landlord from time to time. After the initial installation of Tenant's storefront sign as approved in writing by Landlord in accordance with these provisions, Landlord reserves the right to require from time to time that Tenant change or replace such sign in order to comply with any new sign criteria developed by Landlord, at Landlord's expense. For purposes hereof, the term "sign" shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that Tenant's storefront sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

DISPLAY OF MERCHANDISE: Tenant shall not place or maintain any permanent or temporary fixture or item or display any merchandise: (i) outside the Premises, or (ii) anywhere inside the Premises within six (6) feet of any entrance to the Premises (except that for any recessed entry of the Premises, Tenant shall not so place or maintain fixtures within three (3) feet of such entrance). All displays of merchandise shall be tasteful and professional.

ROOF, AWNINGS AND PROJECTIONS: Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common areas of the Landlord Parcel. Tenant may install and have access to rooftop HVAC equipment only to the extent approved or required by Landlord from time to time in connection with Tenant's obligations under the Lease.

OVERLOADING FLOORS: Tenant shall not overload any floor or part thereof in the Premises or Landlord Parcel including any public corridors therein, and Landlord may direct and control the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).

UNATTENDED PREMISES: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.

FOOD, BEVERAGES, GAME AND VENDING MACHINES: Except to the extent expressly permitted under this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game machine, or any coin or token operating vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, and amusement devices; provided, however, that Tenant may install vending machines for the sale of non-alcoholic beverages, food, and candy in an area not visible from the sales area or exterior of the Premises for the exclusive use of Tenant's employees.

LABOR RELATIONS: To the extent allowed by law, Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Landlord Parcel.

LANDLORD'S TRADENAME AND TRADEMARKS: No symbol, name, mark or insignia adopted by Landlord for the Landlord Parcel or picture or likeness of the Landlord Parcel shall be used by Tenant without the prior written consent of Landlord.

RESPONSIBILITY FOR COMPLIANCE: Tenant shall be responsible for ensuring compliance with these Rules and Regulations, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

Sign Criteria

The signage criteria have been designed with the overall retail concept of the Dutch Village Shopping Center. The Landlord has paid great attention to sign scale in relation to the buildings, readability and visibility at a distance.

Each tenant should familiarize him/herself with the requirements of storefront signage as well as the special characteristics of the space in which the store is located. The criteria is intended to encourage freedom of individual expression of design and to set forth a common point of departure for the benefit of all tenants.

Tenants will not erect any signs except in conformity with the following policy:

- A. All signs on the facade area of the building will be of the internally lighted individual type. No box signs will be permitted.
- B. Sign placement is limited to designated signband graphic areas only. Length of sign is limited to 70% of the available sign band above and within the store front length.
- C. All letters must be fabricated out of aluminum with minimum thickness of .040" for the returns and backs. Exterior surfaces of the letters are to match the sign face color with a white baked-enamel finish on the interior for maximum illumination. Letters to have 3/16" thick acrylic faces with 1" deep trimcap returns which match the color of the sign face.
- D. Letters with exposed neon tubing or exposed lamps, and flashing, blinking, animated or audible signs will not be permitted.
- E. For sign bands 4'x5' high: the size of all letters shall be limited to maximum height of 24" cap height for standard letters and 36" for special capital letters, swashes and unique letterforms. Signs shall not project beyond the graphic area. Baseline for letters shall be 18" above bottom of graphic area. Special letterform bottom shall be held at 6" above bottom of sign band and 6" down from the top of sign band.
- F. For sign bands 5'x7' high: the size of all letters shall be limited to maximum height of 30" cap height for standard letters and 36" for special capital letters, swashes and unique letterforms. Signs shall not project beyond the graphic area.
- G. Tenants with sign bands over 7' shall be allowed letter heights of 5' on an individual basis and at the discretion of the Landlord.
- H. No exposed neon tubing, raceways or transformer boxes will be permitted.
- I. Except as otherwise approved in writing by the Landlord, only one sign per tenant will be permitted.
- J. Letters must be lighted with neon tubing entirely concealed within the depth of the letter. Letters to be illuminated with one to two rows of neon tubing as necessary, as determined by the stroke width and height of the letter. All letters must comply with all u.I. codes and local building and electrical codes. Appropriate permits from Butner and/or Granville County, North Carolina, must be obtained and paid for by the sign contractor. Letters to be manufactured and installed according to the national electrical code, and sign contractor to furnish the Landlord with a certificate of approval from the middle department inspection agency for each sign manufactured and installed.
- K. Any new holes made in Dryvit or sign band surface must be fully caulked and sealed to prevent water damage.
- L. Sign company names or stickers shall be concealed unless specified by local codes.
- M. A complete set of sign drawings must be submitted to the Landlord and approved by architect before fabrication. Tenant's sign drawings must include the following:
 - 1. Elevation view of store front showing sign (drawn to 1/2" scale) with dimensions of height of letters and length of sign.
 - 2. Color sample of sign letters (unless white).

3. Cross-section view through sign letter showing the dimensioned projection of the face of the letter from the face of the building.

- N. Each sign shall only contain the name and logotype of tenant. If no tenant logotype letter style exists, tenants are to use helvetica bold letter style or times bold letter style for maximum readability. Letters can be all upper case or upper and lower case depending upon the sign panel. Secondary copy describing services or products shall not appear on the sign face.
- O. Landlord reserves the right of approval of all signs.
- P. Signs should be guaranteed for one (1) year against any workmanship/material defects.
- Q. Certification of insurance and workman's compensation must be filed with JP Properties in a minimum amount of \$1,000,000.00.
- R. Final approval to be withheld until Landlord's inspection for compliance and acceptance of construction and installation.
- S. Painted or printed signs on the exterior surface of any building shall be prohibited, except small-scale signs relative to store name and store hours which are neatly screened in white ink on the glass of the store front but subject to Landlord's approval.
- T. Public safety decals or artwork on glass in minimum size to comply with applicable code, subject to the approval of the Landlord, may be used, as required by building codes or other governmental regulations.
- U. Paper signs, stickers, banners, or flags are prohibited.

Main Pylon Tenant Panel Criteria:

Pylon tenant panels, when applicable are required to be approved by Landlord prior to installation. All tenant panels are required to have a white background.



Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: May 27, 2021

Title: Redistricting Firm Recommendation

PURPOSE:

To consider engaging Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. to assist the Granville County Board of Commissioners and the Granville County Board of Education in reviewing and redrawing respective member-district maps.

BACKGROUND:

In cooperation with the attorney for the Granville County School Board, the attorneys contacted and reviewed proposals from multiple firms to provide redistricting services. It is anticipated that this would be a joint engagement.

Attached for your reference is an engagement letter with the General Terms of Representation provided by Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. to assist the Granville County Board of Commissioners and the Granville County Board of Education in reviewing and redrawing respective member-district maps associated with the 2020 Census data for your review and consideration.

Fee arrangements are outlined in the attached engagement letter.

FUNDING:

Funding is included in the fiscal year 2021-22 annual recommended budget.

RECOMMENDATION:

The County Manager and County Attorney recommend engaging the services of Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. to assist the Granville County Board of Commissioners and the Granville County Board of Education in reviewing and redrawing respective member-district maps.

ATTACHMENTS:

Engagement Letter

ACTION TAKEN:

February 25, 2021

VIA EMAIL

Granville County Board of Commissioners
c/o James Wrenn, Jr.
Hicks Wrenn, PLLC
111 Gilliam Street
Oxford, NC 27565
jcw@hickswrennlaw.com

Granville County Board of Education
c/o James Wrenn, Jr.
Hicks Wrenn, PLLC
111 Gilliam Street
Oxford, NC 27565
jcw@hickswrennlaw.com

Re: Granville County Redistricting – Joint Engagement

Dear Jim:

Thanks for considering a joint engagement of Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. (“Brooks Pierce” or the “Firm”) by the Granville County Board of Commissioners and the Granville County Board of Education (collectively, the “Clients”) to assist in reviewing and redrawing their respective member-district maps in light of the forthcoming 2020 Census data (the “Engagement”).

This letter and the accompanying General Terms of Representation, if accepted by the Clients, will confirm the terms and conditions of our representation of the Board of Commissioners and the Board of Education.

Eric Fletcher and I will be the attorneys primarily responsible for overseeing the services provided to the Clients. The Firm will provide the services of legal research, one meeting with the Clients to discuss the relevant law, one follow-up meeting to present map configurations, and additional legal consultation (the “Legal Services”). As part of this Engagement, the Firm will also engage Peter A. Morrison & Associates to provide expert advice on the technical drawing of the district maps (“Expert Map Services”).

So long as the engagement involves preparation of no more than three map configurations, the Firm will provide the Legal Services for a flat fee of \$8,000 and Mr. Morrison will provide the Expert Map Services for \$8,000. Should the Clients request additional map configurations or meetings, we will continue to provide Legal Services at an hourly rate of \$305 per hour and Expert Map Services at an hourly rate of \$350 an hour.

As you know, we are being asked to represent the Board of Commissioners and the Board of Education in the Engagement. When the Firm undertakes the representation of multiple parties in the same matter, each party becomes a client of the Firm, and we owe a duty of loyalty to each client. Under applicable rules, when we are asked to undertake the representation of multiple clients, we must explain the implications of joint representation and the advantages and risks involved.

The principal advantages of joint representation are efficiency, coordination, and an anticipated cost savings for the clients. This is especially true when there are aligned interests, such as in connection with the defense of a litigation matter.

However, joint representation has potential implications for the confidentiality you might otherwise expect of your communications with Brooks Pierce. When our Firm represents multiple clients in a matter, the Firm is under an obligation to keep all the clients informed of the facts relevant to their representation. Accordingly, if we receive confidential information from one client that we believe is relevant to the representation of another client in this matter, the Clients agree that we are free in the exercise of our judgment and responsibilities to share that information with such other client.

Another consequence of joint representation arises from the duty of loyalty that we owe to each client. Should conflicts arise between the Board of Commissioners and the Board of Education during the course of our representation, our duty of loyalty prevents us from asserting one client's position if it is adverse to the interests of another client. In short, we cannot advance arguments or advocate for one client to the detriment of the other.

At present, we are not aware of and do not anticipate that such conflicts between the Board of Commissioners and the Board of Education in this Engagement will arise. However, if contrary to our current expectations, a conflict arises in the future between the Clients, and if the Clients are unable to resolve or waive any such conflict, Brooks Pierce may be required to withdraw from its representation of the Board of Education. The Clients acknowledge and agree that if Brooks Pierce determines that it needs to withdraw from representing the Board of Education in this matter: (1) the Firm may, consistent with the applicable rules of professional responsibility, continue to represent any of the Board of Commissioners in the Engagement; (2) the Board of Education may be required to retain separate counsel; and (3) the Board of Education agrees not to seek to disqualify the Firm from continuing to represent the Board of Commissioners based on Brooks Pierce's prior and joint representation of the Clients.

We encourage you to seek independent counsel regarding the import of any potential conflict between the Clients. We emphasize that the Clients remain completely free to seek independent counsel at any time even if they decide to sign this Engagement Letter agreeing to its terms and the General Terms of Representation.

By signing this Engagement Letter, the Clients acknowledge that Brooks Pierce has disclosed the potential conflicts discussed above, waive any such potential conflicts, and give your informed written consent to any such potential conflicts.

We greatly appreciate the opportunity to work with you on this matter. Please contact us at any time regarding services needed, pending matters or questions that you may have. Please sign and return this letter to me at the earliest convenience.

Thank you for your confidence in Brooks Pierce. We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "C.D. Schauer".

Craig D. Schauer

A handwritten signature in blue ink, appearing to read "E. F. Fletcher".

Eric Fletcher

Enclosure: General Terms of Representation

Agreed to this ____ day of _____, 2021.

GRANVILLE COUNTY BOARD OF COMMISSIONERS

By: _____

Title _____

Date: _____

GRANVILLE COUNTY BOARD OF EDUCATION

By: _____

Title _____

Date: _____



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 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 3, 2021

Title: Presentations by County Board Members

PURPOSE:

Board members will make comments.

- Commissioner Cozart
- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Chair Hinman

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: Any Other Matters

PURPOSE:

Any other matters as needed.

ACTION TAKEN:



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 3, 2021

Title: Closed Session as allowed by G.S. 143-318.11(a)(6) - Personnel

PURPOSE:

To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

ACTION TAKEN: