AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, June 6, 2022

Call to order @ 7:00 p.m. ..... **Chairman Tony W. Cozart**
Invocation and Pledge of Allegiance ..... **Commissioner Timothy Karan**

Consent Agenda

1. Contingency Summary (p. 3)
2. Budget Amendment #6 for Fiscal Year 2021-2022 (p. 5)
3. Tax Refunds, Releases & Write-offs (p. 11)
4. Minutes (p. 12)
5. Service Agreement for Lead for North Carolina (p. 45)

Introductions, Recognitions and Presentations

6. Vaya Health Presentation (p. 51)

Planning Matters

7. Planning Matters - Legislative Hearing (p. 86)
8. Planning Matters - Legislative Hearing - Application to Rezone Properties on Old Highway 75 Southeast of Oxford (p. 96)

Public Hearings

9. Public Hearing on Proposed FY 2022-2023 Budget (p. 131)

Public Comments

10. Public Comments (p. 133)

Tax Matters

11. Taxpayer Request to Waive Late Listing Penalty (p. 134)
12. Request to Change the Tax Department Printing Vendor to BMS Direct (p. 139)

Purchasing

13. Grant Application for GAP Amphitheater Shade Canopy (p. 140)

14. Revisions to Granville County Contract and Purchasing Policy (p. 143)

15. Policies Required for Recipients of American Rescue Plan Act Funds (p. 159)

Sheriff Matters

16. Request to Surplus and Sale K-9 Raven (p. 236)

Proclamations, Resolutions and Legislative Matters for Consideration

17. Proclamations, Resolutions and Legislative Matters (p. 239)

Appointments

18. Opioid Advisory Committee (p. 240)

19. Granville County Library System Board of Trustees (p. 241)

20. JCPC County Plan and Membership List for Fiscal Year 2022-2023 (p. 242)

21. Kerr-Tar Workforce Development Board (p. 246)

22. KARTS (p. 248)

County Manager's Report

23. Letter of Support for PAPI Replacement at Henderson-Oxford Airport (p. 249)

County Attorney's Report

24. County Attorney's Report (p. 251)

Presentations by County Board Members

25. Presentations by County Board Members (p. 252)

Any Other Matters

26. Any Other Matters (p. 253)

Closed Session

27. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 254)

28. Closed Session as allowed by G.S. 143-318.11(a)(6) – Personnel (p. 255)

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 1, 2022
Title:	**Contingency Summary**

RECOMMENDATION:
Finance Director recommends approval of the Contingency Summary dated June 6, 2022.

ATTACHMENTS:
Contingency Summary

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary
For FY 2021-2022 Budget
June 6, 2022

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 180,000
9/7/2021	Fund balance of GVHD renovation project	$ 51,000	$ 129,000
9/7/2021	COTT Register of Deeds automation project	$ 17,550	$ 111,450
10/18/2021	Fire, Ambulance and Rescue consulting services	$ 60,000	$ 51,450
1/4/2022	Supplies and credit card processing fees for Parks and Grounds department	$ 29,000	$ 22,450
1/4/2022	Adjustment to Workers Comp premium due to audit adjustment	$ 8,450	$ 14,000
6/6/2022	Bank fees, dues and registration for Finance Department	$ 14,000	$ -

Environmental Disaster Contingency (10-9910-993):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 10,000

School Bond D/S Contingency (10-9910-994):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 100,000
9/7/2021	Fund replacing fire alarm system an Butner/Stem Elementary, BoCC approved 7/6/21	$ 100,000	$ -

Use of Fund Balance Summary - General Fund

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 5,645,236
9/7/2021	Roll over unexpended FY 21 Reach grant funds	$ 15,000	$ 5,660,236
9/7/2021	Adjust 4H Best funding per initial funding agreement	$ (58,237)	$ 5,601,999
9/7/2021	Adjust funding for FY 22 JCPC programs per PDS funding plan	$ (20,876)	$ 5,581,122
9/7/2021	Carry forward unexpended funds from FY 21 GVHD project	$ 379,000	$ 5,960,122
9/7/2021	Carry forward from FY 21 Engineering services for Triangle North	$ 40,000	$ 6,000,122
9/7/2021	Debtbooks lease accounting software for Finance	$ 9,750	$ 6,009,872
9/7/2021	Carry forward from FY 21 funding for County 275 Anniversary book	$ 6,000	$ 6,015,872
9/7/2021	Additional fee to cover total FY 22 W/C fee from NCACC	$ 44,000	$ 6,059,872
9/7/2021	Carry forward from FY 21 Engineering services for Triangle North	$ 10,496	$ 6,070,368
9/7/2021	Replace vehicle for Emergency Management. Should have been in Ordinance	$ 30,000	$ 6,100,368
9/7/2021	Fire Department stipend.	$ 39,720	$ 6,140,088
10/18/2021	Purchase replacement radios	$ 575,000	$ 6,715,088
10/18/2021	Parks and Grounds administrative position - 9 months	$ 43,350	$ 6,758,438
10/18/2021	Stovall property for future Senio Services North building	$ 92,570	$ 6,851,008
10/18/2021	Fund $200,000 match for the $400,000 One NC Fund Grant for Carolina Coops	$ 200,000	$ 7,051,008
12/6/2021	Animal Control Officer starting 1/16/2022	$ 47,638	$ 7,098,646
12/6/2021	Two Telecommunications Officers starting 1/16/2022	$ 50,143	$ 7,148,789
12/6/2021	carry over FY 21 Supplimental Grant Expense balance and 2020 EMPG grant	$ 73,182	$ 7,221,971
1/4/2022	Adjust annual inmate housing revenue	$ (597,560)	$ 6,624,411
1/4/2022	Additional construction adm/project expenditures for balance of FY 22	$ 70,000	$ 6,694,411
1/4/2022	Fund O/T and additional expenditures for Sheriff's dept	$ 41,000	$ 6,735,411
1/4/2022	Fund O/T and additional expenditures for Detention Center	$ 23,000	$ 6,758,411
1/4/2022	Stovall Senior Center land purchase	$ 81,071	$ 6,839,482
1/4/2022	Transfer funds from LEC construction Fund (Fund 48)	$ (2,318,548)	$ 4,520,934
2/7/2022	Fund repairs to Law Enforcement Center	$ 5,000	$ 4,525,934
2/7/2022	Correct journal entry BE 9913 - rev. duplicate amendment for Stovall land purchase	$ (92,570)	$ 4,433,364
2/7/2022	Salary adjustment and annual leave payout	$ 52,419	$ 4,485,783
6/6/2022	Carry over Community Aging Fund balance from prior year	$ (3,135)	$ 4,482,648
6/6/2022	Add'l Cat. 1 Capital Outlay to Schools	$ 500,000	$ 4,982,648
6/6/2022	Simulcast paging system for E-911 department	$ 870,000	$ 5,852,648
6/6/2022	Purchase of furniture and equipment for new DSS satellite office	$ 85,000	$ 5,937,648
6/6/2022	Fund portion of portable and mobile radio systems for Sheriff'd department	$ 20,000	$ 5,957,648
	TOTAL	$ 312,413	

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 1, 2022
Title:	**Budget Amendment #6 for Fiscal Year 2021-2022**

RECOMMENDATION:
Finance Director recommends approval of Budget Amendment #6.

ATTACHMENTS:
Budget Amendment #6

ACTION TAKEN:

Budget Amendment #6
6/6/2022

Be it ordained, the FY 2021-2022 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures:Increase/(Decrease)			
General Government			
	Administration	3,620	
	IT	2,332	
	Finance	16,497	
	Human Resources	1,100	
	Internal Auditor	660	
	General Services	1,085	
Public Safety			
	Sheriff's Department	20,000	
	911 Operations	870,000	
	Addressing / GIS	913	
Community Services			
	County Library System	22,270	
	Planning	2,148	
	Inspections	3,968	
Human Services			
	Social Services	446,474	
	HCCBG & Transportation	30,140	
	Oxford Senior Center	2,343	
	Senior Center - North	400	
	Senior Center - South	400	
Education			
	Granville County School System	500,000	
Contributions to Other Funds			
	Tourism Development Authority	600	
	Contingencies	(14,000)	
	Total Expenditures		1,884,389
Revenues: Increase/(Decrease)			
	Restricted and Intergovernmental	412,524	
	Appropriated Fund Balance	1,471,865	
	Total Revenues		1,884,389

LANDFILL FUND

Expenditures:Increase/(Decrease)			
	Landfill Operations	331,040	
	Total Expenditures		331,040
Revenues: Increase/(Decrease)			
	Appropriated Fund Balance	27,400	
	Total Revenues		27,400

E-911 FUND

Expenditures:Increase/(Decrease)			
	Phone System and Furniture	(6,000)	
	Hardware	6,000	
	Total Expenditures		0
Revenues: Increase/(Decrease)			
	Appropriated Fund Balance	0	
	Total Revenues		0

Budget Amendment #6

General Fund/DSS					
Expenditures: Increase/ (Decrease)					
10-	5300	604	LIEAP	$370,000	$370,000
Revenues: Increase/(Decrease)					
10-	3538	332	Public Assistance	$370,000	$680,015

Description: Recongize receipt of ARPA funds for Low Income Energy Assistance Program (DSS BA #3).

General Fund/DSS					
Expenditures: Increase/ (Decrease)					
10-	5300	622	Crisis Intervention Program	($12,766)	$187,234
10-	5300	635	Family Reunification	($270)	$14,493
10-	5300	624	Wake Electric Round-Up Program	($3,069)	$2,931
10-	5300	609	APS Essential Services	$7,579	$7,579
Revenues: Increase/(Decrease)					
10-	3538	332	Public Assistance	($8,526)	$671,489

Description: Restateement of Public Assistance funding (DSS BA #4).

General Fund/Senior Services					
Revenues: Increase/(Decrease)					
10-	3833	910	Community Aging Fund	$3,135	$3,235
10-	3990	991	Appropriated Fund Balance	($3,135)	$4,482,648

Description: Carry over Community Aging Fund balance from prior year.

General Fund/Finance					
Expenditures: Increase/ (Decrease)					
10-	4130	233	Bank Fees	$13,000	$19,000
10-	4130	360	Dues	$500	$2,500
10-	4130	395	Registration	$500	$4,850
10-	9910	991	Contingency Summary	($14,000)	$0

Description: Fund higher than anticipated bank fees, dues and registration in the Finance department.

General Fund/HC CBG					
Expenditures: Increase/ (Decrease)					
10-	5859	220	Food	$30,140	$100,140
Revenues: Increase/(Decrease)					
10-	3586	320	Home & Comm. Care Block Grant	$30,140	$490,140

Description: Recognize additional HC CBG funding, per Kathy May.

General Fund/Library					
Expenditures: Increase/ (Decrease)					
10-	6110	510	Capital Outlay	$17,775	$38,375
Revenues: Increase/(Decrease)					
10-	3611	360	LSTA Adapting Technology Grant	$17,775	$17,775

Description: Receipt of LSTA Adapting Technology grant.

General Fund: Various departments
Expenditures: Increase/ (Decrease)

10-	4120	121	Salaries	$3,051	$423,654
10-	4120	181	FICA	$233	$30,339
10-	4120	182	Retirement	$336	$48,080
10-	4122	121	Salaries	$1,966	$250,411
10-	4122	181	FICA	$150	$19,065
10-	4122	182	Retirement	$216	$38,009
10-	4125	121	Salaries	$927	$116,276
10-	4125	181	FICA	$71	$8,880
10-	4125	182	Retirement	$102	$13,171
10-	4130	121	Salaries	$2,104	$272,515
10-	4130	181	FICA	$161	$20,636
10-	4130	182	Retirement	$231	$31,003
10-	4135	121	Salaries	$556	$72,890
10-	4135	181	FICA	$43	$5,474
10-	4135	182	Retirement	$61	$8,232
10-	4260	121	Salaries	$914	$145,985
10-	4260	181	FICA	$70	$16,507
10-	4260	182	Retirement	$101	$29,010
10-	4350	121	Salaries	$3,345	$534,075
10-	4350	181	FICA	$256	$39,998
10-	4350	182	Retirement	$368	$60,472
10-	4396	121	Salaries	$769	$59,382
10-	4396	181	FICA	$59	$73,966
10-	4396	182	Retirement	$85	$6,691
10-	4910	121	Salaries	$1,810	$289,030
10-	4910	182	FICA	$138	$32,869
10-	4910	183	Retirement	$199	$48,570
10-	5860	121	Salaries	$1,975	$315,326
10-	5860	181	FICA	$151	$24,911
10-	5860	182	Retirement	$217	$36,953
10-	5861	121	Salaries	$300	$42,888
10-	5861	181	FICA	$50	$4,150
10-	5861	182	Retirement	$50	$4,884
10-	5870	121	Salaries	$300	$49,443
10-	5870	181	FICA	$50	$3,670
10-	5870	182	Retirement	$50	$5,421
10-	6110	121	Salaries	$3,788	$3,788
10-	6110	181	FICA	$290	$356
10-	6110	182	Retirement	$417	$430
10-	6180	121	Salaries	$500	$57,336
10-	6180	181	FICA	$50	$4,247

10-	6180	182	Retirement	$50	$6,453
10-	8540	114	Health Insurance Increase	($26,559)	$3,441

Description: Fund adjustments in departmental salary and benefits due to 2.75% COLA for balance of FY 2022, as approved by the Granville County BoCC on March 21, 2022.

General Fund/Schools

Expenditures: Increase/ (Decrease)					
10-	5911	581	Capital Outlay - Other	$500,000	$600,000
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$500,000	$4,982,648

Description: Fund additional Category 1 Capital Outlay allocation to GCPS, as approved by the Granville County BoCC on May 16, 2022.

General Fund/E-911

Expenditures: Increase/ (Decrease)					
10-	4390	510	Capital Outlay	$870,000	$870,000
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	$870,000	$5,852,648

Description: Purchase of a simulcast paging system replacement from Motorola Solutions, as approved by the Granville County BoCC on February 25, 2022.

General Fund/DSS

Expenditures: Increase/ (Decrease)					
10-	5300	510	Capital Outlay	$85,000	$85,000
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	$85,000	$5,937,648

Description: Fund purchase of furniture and equipment for the new DSS satellite office.

General Fund/Sheriff

Expenditures: Increase/ (Decrease)					
10-	4310	510	Capital Outlay	$20,000	$221,500
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	$20,000	$5,957,648

Description: Purchase of 20 portable radios and 16 mobile radios to be compatible with Viper system as of July 1, 2025 as approved by the Granville County BoCC on April 18, 2022.

Landfill Fund

Expenditures: Increase/ (Decrease)					
60	4729	511	Butner Concrete Pad Construction	$27,000	$27,000
Revenues: Increase/(Decrease)					
60	3991	991	Appropriated Fund Balance	$27,000	$27,000

Description: Fund constuction of a concrete pad at the Butner scale house, as approved by the Granville County BoCC February 7, 2022.

Landfill Fund

60-	4729	121	Salaries	$300	$269
60-	4729	181	FICA	$50	$21
60-	4729	182	Retirement	$50	$31
Revenues: Increase/(Decrease)					
60-	3991	991	Appropriated Fund Balance	$400	$27,400

Description: Fund adjustments in departmental salary and benefits due to 2.75% COLA for balance of FY 2022, as approved by the Granville County BoCC on March 21, 2022.

Landfill Fund

Expenditures: Increase/ (Decrease)					
60-	4725	599	Construction and Permitting	$303,640	$311,140
Revenues: Increase/ (Decrease)					
60-	3991	991	Appropriated Fund Balance	$303,640	$331,040

Description: Carry over funding from FY 2021 to Garrett and Moore to provide engineering and design service for new landfill cell construction.

E-911 Fund

Expenditures: Increase/ (Decrease)					
27-	4500	510	Furniture and Capital Outlay	-$6,000	$4,000
27-	4502	355	UPS	$6,000	$6,800

Description: Fund additional expenditures for UPS system.

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

To: Board of Commissioners
From: Jenny Griffin
Department: Tax Administration
Date: June 1, 2022
Title: **Tax Refunds, Releases & Write-offs**

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

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

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

Refunds	April 2022:	$2,743.93
Releases	April 2022:	$4,362.72
Write-offs ($2 and less)	April 2022:	$ 12.55

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

RECOMMENDATION:
Approval of tax refunds, releases and write-offs for April 2022.

ACTION TAKEN:

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 2, 2022
Title:	**Minutes**

PURPOSE:
To approve minutes of the November 8, 2021 Joint Special Meeting; November 15, 2021 Regular Meeting; and November 19, 2021; November 30, 2021; December 2, 2021; and December 3, 2021 Special Meetings.

RECOMMENDATION:
Approval

ATTACHMENTS:
Draft Minutes of the November 8, 2021 Joint Special Meeting
Draft Minutes of the November 15, 2022 Regular Meeting
Draft Minutes of the November 19, 2021 Special Meeting
Draft Minutes of the November 30, 2021 Special Meeting
Draft Minutes of the December 2, 2021 Special Meeting
Draft Minutes of the December 3, 3021 Special Meeting

ACTION TAKEN:

OXFORD, NORTH CAROLINA
November 8, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina and the Granville County Board of Education met in a special joint meeting on Monday, November 8, 2021, at 1:00 p.m. in the Meeting Room, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford. The purpose was to meet with the Granville County Board of Education regarding redistricting.

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
County Attorney:	James C. Wrenn, Jr.

Present from the Granville County Board of Education were:

Vice-Chair:	G. Thomas Houlihan	
Board Members:	Ethel Anderson	Amanda J. LaBrecque
	Leonard E. Peace, Sr.	Glenda Williams

David Richardson and Gregory McKnight were absent.

Board of Education Attorney: Eva DuBuisson

MEETING CALLED TO ORDER

Chair Sue Hinman and Vice-Chair Thomas Houlihan called the joint meeting to order at 1:05 p.m. Chair Hinman then recognized Commissioner Russ May for the invocation. Board of Education Member Glenda Williams led the Pledge of Allegiance.

WELCOME, REMARKS AND UPDATES

Chair Hinman welcomed everyone to the meeting. Vice-Chair Cozart was absent due to a work conflict. Board of Education Vice-Chair Houlihan announced that Dr. Alisa McLean was not in attendance due to her only daughter getting married and that Chair Richardson was not in attendance due to business reasons.

PRESENTATION REGARDING REDISTRICTING

Chair Hinman recognized Attorney Craig Schauer with Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. Attorney Schauer said that after the last meeting on October 27,

2022, he left with objectives and tried to enact the changes requested. He then reviewed the changes to the maps and noted that the maps are compliant. He then asked if there were any questions.

Board of Education Member Leonard Peace asked about a requested change for Antioch Road. Attorney Schauer reported that he spoke with the demographer and the east side of Antioch Road had too much population so the changes could not be made. He then explained census blocks and talked about how dividing census blocks could open up boards to potential lawsuits, but that smaller tweaks or minor adjustments have lower risks and can be beneficial. When asked by Mr. Peace who would sue, Attorney Schauer said that it is not obvious that there would be a lawsuit but that most boards have stayed with census block information. He said that splitting census blocks was not discussed in the previous meeting.

Commissioner May noted that if the boards consider deviations, there could be others and mentioned a change in his district.

Attorney Schauer recapped the process to this point. He said the process had been very transparent and there were minimal changes from the Board.

Commissioner Gooch noted that he was perfectly willing to stay with the census blocks but would have concerns if the boards went outside of the census blocks.

Attorney Schauer reiterated that decisions to deviate from the census block lines could cause potential lawsuits and that it would be a policy decision by the boards to deviate. He noted that common practice is to stay with census blocks to be cautious of potential litigation.

PUBLIC COMMENTS

Samantha Harris, 2113 Orchard Court, Creedmoor, NC, asked the Boards as they go forward in voting to consider that is not just about voting, but also about schools and people that make up these communities. She said there are so many elementary schools in the area and as we grow and redistrict, we only have two high schools other than the charter school in the area and urged the Boards to look at the whole county as everything has a domino effect. When looking at the institutions in Butner, she asked if those people have voting rights in Granville County or do they have to vote in the county they reside in.

Donna Pullium, 331 Whitehall Court, Creedmoor, NC, said she had concerns about movement on Highway 15 as you move students from South Granville High School to Granville Central High School as there is no stoplight on that road. She expressed concerns about increased

driving times for students, the bus driver shortage, and busing students. She asked that the Boards think about the entire county and the impact it has. She said her children attended South Granville High School and to consider these concerns.

MEETING CONTINUES

Attorney Schauer gave the next steps in the redistricting process noting that once both Boards agree on the maps, then the resolution adopting the maps would need to be approved to meet the November 17, 2022 deadline for the Board of Commissioners in order to get the maps ready for the upcoming elections. The Board of Education does not have that deadline, but if they are using the same maps, it is recommended they stick to the same process. He noted that the prison population has been excluded for the purpose of how many people live in a district and drawing the boundaries and does not affect the voting rights of anyone. If someone is in prison or another institution and if they are eligible to vote, then they can. At this time the Boards discussed and received clarification and direction on how to proceed and learned that a public hearing was not required for adoption of the redistricting maps. Attorney Schauer recommended based on best practices to adopt maps as drawn based on census block information without deviations. He noted that if the Boards choose to make other changes, it could open a pandora's box of changes. Locations of the maps were announced as follows: Richard H. Thornton Library (210 Main Street, Oxford), the South Branch Library (1550 South Campus Drive, Creedmoor), the Granville County Administration building (141 Williamsboro Street, Oxford), and the Granville County website.

Chair Hinman said that today is the last chance to make changes on the proposed maps.

Board of Education Vice-Chair Houlihan said there has been a formal request by Mr. Peace and that if people want to have minor changes made, they have the right to do that. He said it almost was like he was being dismissed.

Attorney Schauer said he was not dismissive of the request but absent from instructions from the Board, he would proceed with these maps. He said the majority of those he had heard from today did not want to deviate from the census blocks.

Mr. Peace said he had several questions that Attorney Schauer was going to get back with him about.

Attorney Schauer said that he would still get the information to Mr. Peace but getting the information to Mr. Peace and drawing boundaries that deviate from census blocks is two different things. He explained that it is best practice to stay with the census blocks, but it is a decision of

the Boards as he serves the Boards. He clarified that he would need clear instructions from a majority in order to meet the November 17th deadline.

After further discussion action was taken.

BOARDS APPROVED STICKING WITH CENSUS BLOCKS FOR REDISTRICTING MAPS

Commissioner Timothy Karan made a motion to approve sticking with the prescribed census blocks from the U.S. Census Bureau for the redistricting maps. Commissioner David T. Smith seconded the motion. Commissioner Smith commented that no one in the room is 100% satisfied with the new map, but they have to work with the information they have. The Board of Commissioners unanimously approved the motion (6-0).

. Upon a motion by Mrs. Amanda J. LaBrecque, seconded by Mrs. Ethel Anderson, the Board of Education approved by a vote of 4-1 (Mr. Peace voted nay) to stick with the prescribed census blocks from the U.S. Census Bureau for the redistricting maps.

When asked, Attorney Schauer said that the is not aware of a place to view the census blocks. He said in the past there was an application where they could be viewed, but it is not available yet.

ADJOURNMENT

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board of Commissioners adjourned at 4:01 p.m.

Upon a motion by Mrs. Amanda J. LaBrecque, seconded by Mr. Leonard Peace, and unanimously carried, the Board of Education adjourned at 4:01 p.m.

**It was determined after the meeting that each Board could adopt the resolution to approve the map at their regular meetings on November 15, 2022.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
November 15, 2021

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

Present via Zoom were:

Chair:	Sue Hinman	
Commissioners:	Tony W. Cozart	Jimmy Gooch
	Zelodis Jay	Timothy Karan
	Russ May	David T. Smith

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

At 7:00 p.m., Chair Sue Hinman called the meeting to order and recognized Dr. Dorwin Howard for the invocation. Chair Hinman led the Pledge of Allegiance.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner Tony W. Cozart, 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	$ 51,450
School Bond D/S Contingency	$ 100,000
Environmental Disaster Contingency	$ 10,000
General Fund Appropriated Fund Balance	$ 7,051,008

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

Refunds	September 2021:	$ 2,462.16
Releases	September 2021:	$355,777.81
Write-offs ($2 and less)	September 2021:	$ 23.66
Refunds	October 2021:	$ 7,524.55
Releases	October 2021:	$ 4,030.94
Write-offs ($2 and less)	October 2021:	$ 2.73

(C) Approved the Minutes of the July 6, 2021 Regular Meeting.

BOARD APPROVED AUTHORIZING GRANT APPLICATION FOR VANCE-GRANVILLE COMMUNITY COLLEGE FOR AN APPLIED TECHNICAL CENTER FOR ADVANCED MANUFACTURING IN THE TRIANGLE NORTH GRANVILLE SITE

Chair Hinman announced that Dr. Rachel Desmarais, Vance-Granville Community College (VGCC) President, was present to provide information about a proposed Applied Technical Center for Advanced Manufacturing in the Triangle North Granville site.

Dr. Desmarais came forward and thanked the Board for the opportunity to speak. She pointed out that some of the VGCC Board of Trustees were in attendance. She then said that VGCC would like to pursue American Recovery Program Act (ARPA) funding to build an Applied Technical Center for Advanced Manufacturing in Triangle North Granville. She said there is a construction grant opportunity for the Economic Adjustment Act (EAA) Program facilitated by the Department of Commerce through the Economic Development Administration (EDA). The purpose of the grant is to help communities plan, build, and innovate to put Americans back to work based on local needs and will pay 80% of construction costs that qualify up to $5 million. She asked Granville County to support their application for grant dollars to build an Advanced Manufacturing Center preferably in Triangle North Granville Park. An Advanced Manufacturing Center will support the economic development efforts for recruiting and retention. She reviewed programs that will be at the center. She asked for an appropriate site in the park, a commitment to a 20% grant match, and a commitment to annual operations costs that Granville County now does. She reviewed three options of building sizes and the associated costs.

County Manager noted that the Economic Development Advisory Board, Economic Development Director and he recommend authorizing VGCC to develop an application and for the County Manager to provide a letter of support acknowledging the intent to provide the grant match.

Clarification was made that the rolling deadline is in March and that the application and a letter of support by an authorized person stating that the grant match will be provided as well as any costs above the grant award needs to be done now. County Manager Felts noted that he recommended the 60,000 square foot facility for a number of reasons and the 60,000 square foot facility will require additional contribution from the County. He said that other opportunities for grants will be explored. The 45,000 square foot facility will require an

estimated $1.16 million county investment and the 60,000 square foot facility will require up to $3.2 million county investment.

Commissioner Russ May made a motion for the Board to look at this matter at a later date to access more information due to the financial commitment. He said this would just be a delay as he needed more information. The motion died for a lack of a second.

Commissioner David T. Smith made a motion to accept the recommendation of the Economic Development Advisory Board, Economic Development Director, County Manager and VGCC President to accept and move forward with the application and to authorize the County Manager to do what needs to be done to move this project forward.

Commissioner May asked if the motion included $1.2 million or $3.2 million dollars.

Commissioner Smith said it included the 20% grant match for the building to be determined by staff.

Commissioner Zelodis Jay seconded the motion.

Commissioner Gooch asked for clarification of the size of the building.

Chair Hinman said it could be either building.

Commissioner Smith said at this point it could be either or since this is the application and asked for clarification from the County Attorney.

County Attorney Wrenn said when you apply for a grant like this you are saying you support the grant and that the money is available for the grant match. He said if something happened and you did not have the funds for the project, there is still time to pull the plug on the project. He said this is an indication of support and indication that it is your intent to appropriate the funding.

County Manager Felts said that if the Board can clarify which size building they want to pursue then more information can be brought back at the December meeting with more details. He said an allocation item will come later, but at this time we need to know the intent of what the Board wants to do and that this project will be supported by Granville County. He said that if you say you have funds and then reject the grant, it can affect your chance at future grant opportunities.

Commissioner Karan talked about the need for a training facility from an economic development standpoint to get people trained with specific skill sets and to get the first building in the Triangle North Granville site.

Commissioner Cozart said he was excited about the opportunity, supports it, and hopes the project moves forward.

When Chair Hinman called for a vote on the motion, it passed by a vote of 6-1 (May cast the nay vote) to approve authorizing Vance-Granville Community College to develop and submit a grant application for a proposed Applied Technical Center for Advanced Manufacturing in the Triangle North Granville site, and authorized the County Manager to provide a letter of support acknowledging Granville County's intent to provide required grant matching funds for the project

PUBLIC COMMENTS

No one signed up for public comments.

BOARD APPROVED REVISED PLAN 5 REDISTRICTING MAP AND THE ASSOCIATED RESOLUTION

Chair Hinman said the next item was to provide an update on redistricting efforts to date and to take any remaining actions necessary to complete the Granville County redistricting process.

County Manager Felts gave background information on the redistricting matter. The Granville County Board of Commissioners and the Board of Education jointly engaged the services of Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. to assist the boards with the required redistricting process. The Boards held joint meetings on August 25th, October 27th, and November 8th, 2021, to review the process and to request changes to the proposed maps. During the October 27th meeting the Boards agreed to use Plan 3 as a base map and several members requested changes to the map. While many of the requested changes could not be accommodated due to the need to comply with the Federal and State laws governing the redistricting process, the changes that could be implemented were presented with the revised Plan 5 map. During the November 8th meeting, both boards approved only making adjustments to voting districts that retained full census blocks. This allows the use of census data to fully support the associated statistical information for each of the voting districts and the overall district map. A copy of the revised Plan 5 that was presented at the November 8th meeting with no adjustments since that meeting was included in the agenda packet and a copy of the required resolution and district descriptions was provided to the Board.

County Manager Felts stated that the map presented meets federal, state and local laws and guidelines. In order to meet the November 17th, the recommendation was for the Board to approve the revised Plan 5 map and associated district descriptions and resolution.

Chair Hinman noted that everyone was not happy with the lines, but in order to stay within the census blocks, some changes could not be made. Board members made comments and talked about the redistricting map and process to get to this point. It was noted that next time the Board would like more time to review the maps when they come from the demographer.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved the revised Plan 5 map and the *Resolution Finding Substantial Inequality of Existing Districts and Adopting New Election District Boundaries* as follows:

RESOLUTION FINDING SUBSTANTIAL INEQUALITY OF EXISTING DISTRICTS AND ADOPTING NEW ELECTION DISTRICT BOUNDARIES

WHEREAS, the Granville County Board of Commissioners includes seven members; and

WHEREAS, the Granville County Board of Commissioners members are elected from seven districts; and

WHEREAS, the seven election districts are subject to the constitutional and statutory requirement of one-person, one-vote; and

WHEREAS, the seven election districts are subject to the requirements of Section 2 of the Voting Rights Act of 1965; and

WHEREAS, the Board of Commissioners has recently received and reviewed the population of the districts as determined by the 2020 federal census with the relevant prison populations being excluded; and

WHEREAS, the Board of Commissioners has determined that the populations of the districts are out of balance and that the boundaries of the districts need to be altered to provide equal representation; and

WHEREAS, the Board of Commissioners is authorized and required by North Carolina General Statutes § 153A-22 to revise its district boundaries to correct population imbalances shown by a federal census; and

WHEREAS, at a public session held on August 25, 2021, the Board of Commissioners and Board of Education met with legal counsel to discuss the existing district boundaries and possible revisions to the existing district boundaries for the districts to be legally compliant; and

WHEREAS, at a public session held on October 27, 2021, legal counsel presented the Board of Commissioners and Board of Education with two alternative maps of revised districts and the Board of Commissioners and

Board of Education reviewed the draft maps and provided instruction to legal counsel on changes to be made;

WHEREAS, at a public session held on November 8, 2021, the Board of Commissioners and Board of Education considered the draft map labeled Plan 5;

WHEREAS, the census block information associated with Plan 5 demonstrates that the revised district boundaries are in compliance with the constitutional and statutory requirement of one-person, one-vote, and with the requirements of Section 2 of the Voting Rights Act of 1965; and

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

1. The Board of Commissioners finds as a fact, based on the population numbers in **Exhibit A**, that there is substantial inequality of population in the existing districts from which its members are nominated and elected such that revising the district boundaries is required by North Carolina General Statutes § 153A-22.

2. Plan 5 was prepared from United States Census Bureau maps and the boundaries of the Plan 5 have been drawn to follow census block lines as depicted in **Exhibit B.** A list of the census blocks in each district under the Plan 5 is attached as **Exhibit C** for reference and to resolve any issue that might arise concerning the boundaries of the districts.

3. The population and demographic statistics associated with Plan 5 are presented in **Exhibit D.**

4. The new district boundaries shall be used for the next election of members of the Board of Commissioners and for each subsequent election until the boundaries are altered according to law.

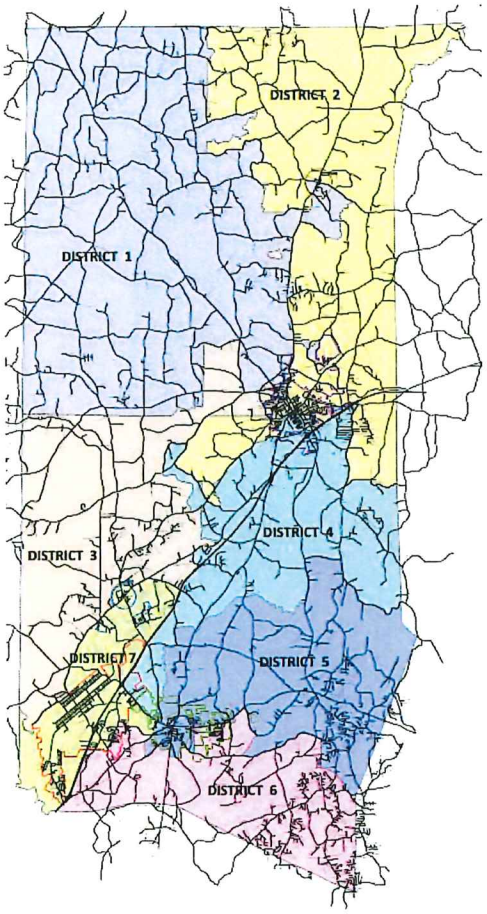
5. A copy of this resolution and the maps showing the district boundaries shall be retained in the office of the Clerk to the Board.

6. As required by Section 153A-22(f) of the General Statutes, a certified copy of this resolution shall be provided to the Secretary of State, the Granville County Register of Deeds, and the Granville County Board of Elections. In addition, maps and information about the new district boundaries shall be provided to the Granville County Board of Elections with the request that the board notify residents of Granville County of changes in the districts in which they vote.

ADOPTED this the 15th day of November, 2021

EXHIBIT A

Statistics for Existing Districts



Row Labels	Prison Adjusted Population	% All Black (18+)
1	7,705	47.0%
2	7,776	24.6%
3	5,181	36.0%
4	8,049	54.1%
5	9,962	22.9%
6	10,265	15.4%
7	8,935	30.2%
Total	57,873	32.0%

EXHIBIT B

Plan 5

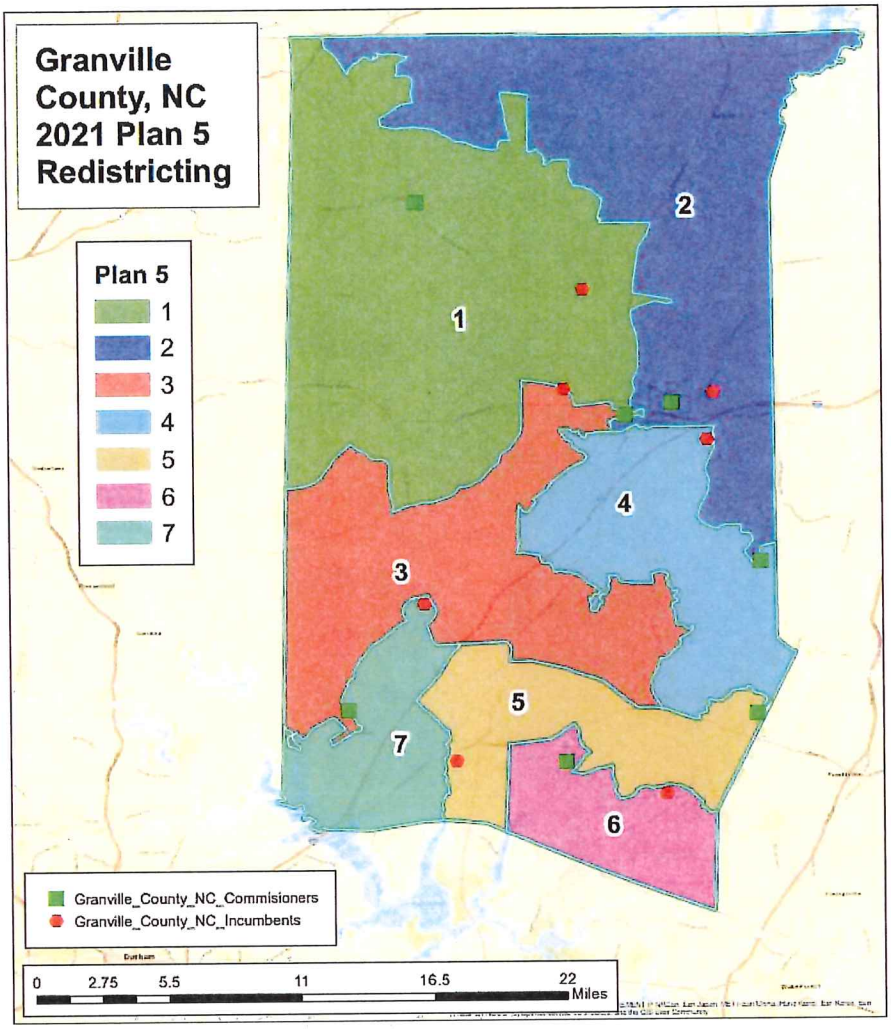


EXHIBIT C

District 1: Census Blocks

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District 2: Census Blocks

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District 3: Census Blocks

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District 4: Census Blocks

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District 5: Census Blocks

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District 6: Census Blocks

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District 7: Census Blocks

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District	Total Population	% All Black VAP
1	7,874	47.8%
2	8,385	25.2%
3	8,489	34.6%
4	8,042	50.2%
5	8,625	23.8%
6	8,025	14.8%
7	8,433	26.7%
Grand Total	57,873	

BOARD APPROVED ADDITIONAL SOCIAL SERVICES STAFF FOR THE SATELLITE OFFICE IN BUTNER/CREEDMOOR AREA

County Manager Felts and Social Services Director Adonica Hampton explained the need for additional staff needed for the new satellite Social Services office in Dutch Village Shopping Center off Highway 56 in Butner. The move to the satellite office is anticipated to occur in late spring or early summer 2022. A new Administrative Supervisor position and two additional Processing Assistant III (Receptionist) positions.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved an Administrative Supervisor and two (2) Processing Assistant III positions for the DSS Satellite Office with the local share of all three positions and operating cost of $63,613 from fund balance and/or existing budget as available.

BOARD APPROVED MSW LANDFILL FACILITY PLAN MODIFICATION TASK ORDER #4

Garrett & Moore, Inc. recommended a Facility Plan Modification for the entire footprint of the landfill property. Since the last facility plan in 2013, many changes have taken place it is believed that an updated plan is necessary to gain approval from the state on moving forward with landfill expansion.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved Task Order #4 with Garrett & Moore for MSW Landfill Facility Plan Modification at a cost not to exceed $28,500.

BOARD APPROVED MSW LANDFILL EXPANSION BIDDING AND CONSTRUCTION DOCUMENTS TASK ORDER #5

Chair Hinman said the next item was to consider approval of the bidding and construction documents for the MSW Landfill expansion.

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved Task Order #5 with Garrett & Moore for Landfill Expansion bidding and construction documents and bidding services at a cost not to exceed $35,700.

BOARD APPROVED LEACHATE TANK NO. 2 BIDDING AND CONSTRUCTION DOCUMENTS TASK ORDER #6

Garrett and Moore and staff recommended an additional leachate tank for the MSW Landfill expansion. Early on, leachate management is extremely difficult due to "ponding" of stormwater and lack of trash in filling in that void. The new leachate tank will be placed near the existing tank.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved Task Order #6 with Garrett & Moore for Leachate Tank #2 for construction bid documents and bidding services at a cost not to exceed $38,400.

BOARD APPOINTED DAVID MELHADO TO THE CREEDMOOR BOARD OF ADJUSTMENT - EXTRATERRITORIAL MEMBER

Upon a motion by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board appointed David Melhado to the Creedmoor Board of Adjustment as an extraterritorial member.

BOARD MADE APPOINTMENTS TO THE REGION 4 REGIONAL BOARD OF VAYA HEALTH

Vaya Health LME/MCO county alignments include 31 counties across North Carolina. To develop a governance structure that allows for all member units to have a voice in the governance of Vaya Health, four regions have been established. Granville County is included in region 4. Region 4 also includes Franklin; Vance; Person; Caswell; Alamance; Chatham; and Stokes counties. The Board of County Commissioners for each county within the designated region shall appoint up to two members to the Regional Board, one of whom must be an elected County Commissioner and one of whom may be either a County Commissioner, County Manager, Department of Social Services Director, Public Health Director, or Law Enforcement Representative. The Regional Boards shall meet at least quarterly. Each of the four Regional Boards shall appoint two of its members to serve on the Governing Board for an initial term not to exceed three years.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board appointed Commissioner Russ May and Granville-Vance Health Director Lisa Harrison to the Region 4 Regional Board of Vaya Health.

BOARD APPROVED INCREASE TO PART-TIME HOURLY RATES AND ADOPTED PART-TIME PAY SCHEDULE

Chair Hinman said the next item was to consider an increase in hourly rates for part-time employees and the adoption of a standardized Part-Time Pay Schedule.

County Manager Felts explained the difficulty of finding part-time workers due to the tight labor market. He noted that part-time pay was not included in the recent pay study. County administration and human resources staff performed an analysis both from a market standpoint (determining competitiveness with public and private sector employers) and from a standardization standpoint (to ensure pay rates were consistently applied across departments). The findings were as anticipated. First, Granville County's part-time pay rates have fallen behind in the market and secondly, part-time pay rates were applied inconsistently across departments without an identifiable difference in employee duties and responsibilities.

Commissioner Smith said that due to the job responsibilities and training he would like to see the Bailiff's pay rate increased to $13.00 an hour.

County Manager Felts noted that the bailiff position is difficult to classify, but that change could be made.

Commissioner Smith said he would a motion to approve the recommendation in the agenda packet with the change to $13.00 an hour for the bailiffs.

Commissioner May pointed out the training and certification for the bailiffs and asked Commissioner Smith to consider amending the motion to $13.50 or $14.00 an hour for them.

Commissioner Smith amended his motion with the change to $13.50 an hour for the bailiffs under the Specialty category and Commissioner May seconded the motion.

After clarification, Chair Hinman called on a vote on the motion and it passed unanimously to adopt the following Part-Time Pay Schedule and increase hourly pay rates for current employees holding applicable positions with the pay date of December 17, 2021, with funding from fund balance for remaining months of fiscal year 2021-2022.

Granville County
PART-TIME PAY SCHEDULE
Adopted November 15, 2021

Category/Department	Position	Pay Cycle	Hourly Rate
Seasonal			
Parks & Grounds	Seasonal Grounds Maintenance	Bi-Weekly	11.00
Manual Labor			
Animal Control	Shelter Attendant	Bi-Weekly	12.00
Facility Maintenance	Janitorial Services	Bi-Weekly	12.00
Library	Library Substitutes	Bi-Weekly	12.00
Library	Transit Driver	Bi-Weekly	12.00
Parks & Grounds	Grounds Maintenance	Bi-Weekly	12.00
Senior Services	Custodians	Bi-Weekly	12.00
Solid Waste	Landfill Clerk	Bi-Weekly	12.00
Solid Waste	Weighmaster	Bi-Weekly	12.00
Administrative			
4-H Program	Program Assistant	Bi-Weekly	13.00
Cooperative Extension	Office Support	Bi-Weekly	13.00
Library	Circulation Clerk	Bi-Weekly	13.00
Senior Services	Nutrition Site Manager	Bi-Weekly	13.00
Senior Services	SHIIP Counselor	Bi-Weekly	13.00
Managerial			
Library	Branch Manager	Bi-Weekly	15.00
Specialty			
Sheriff's Office	Bailiff	Bi-Weekly	13.50
Senior Services	Certified Nursing Assistant (CNA)	Bi-Weekly	14.00
Senior Services	Registered Nurse	Bi-Weekly	16.00
Solid Waste	Landfill Clerk – Weekend Rate	Bi-Weekly	18.75

BOARD APPROVED FENCE REPLACEMENT AT WILTON TOWER SITE

County Manager Felts asked to add an item to the agenda that came to his attention before the Board meeting. He said that the maintenance and security of the Wilton tower site belongs to Granville County and the site has a slat fence that needs replacing with safe and secure fencing. The following quotes were received from three vendors:

Big Jerry's Fencing	$13,661
Dickerson's Fencing	$17,545
Abbott's Fencing	$26,990

County Manager Felts said that with supply issues as they are, the low bid quote will have to be verified to see if it is still valid, so he asked for approval of a price not to exceed up to $16,000 to replace the fence. When asked, he said this would not qualify for 911 funds.

Upon a motion by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved contracting with Big Jerry's Fencing for the installation of fencing at the Wilton tower site at a cost not to exceed $16,000.

PURCHASING ADJUSTMENTS DUE TO SUPPLY CHAIN ISSUES

County Manager Felts reported that County staff met at Camp Oak Hill for a Strategic Planning meeting on November 15th. He said at that meeting, supply chain issues were talked about and how it has affected purchasing and how the County does business. He noted that computer replacements will have to be done as a bulk order from November 15 to December 15 instead of by department as in the past.

BREAK

At 7:57 p.m., Chair Hinman called for a break. The meeting resumed at 8:06 p.m.

BOARD APPROVED SERVICE EXPANSIONS FOR ELECTIONS, ANIMAL CONTROL, SHERIFF'S OFFICE, DETENTION CENTER AND EMERGENCY COMMUNICATIONS

County Manager Felts explained that during the fiscal year 2021-2022 budget process, the Board requested several department service expansion requests to be brought back to them for consideration. Several of these items were presented to the Board during their regular meetings in September and October 2021. He then reviewed the summary of items below with the expenditure cost estimates for the remainder of fiscal year 2021-2022 and general description and made comments.

Dept.	Title	FY 21-22 Est. Costs	Comments
Elections	Overtime For One-Stop Workers	$13,000	Poll workers & One-Stop workers are difficult to recruit and allowing existing workers to work additional hours and receiving OT pay would help efforts. (Annual cost est. = $26,000)
Animal Control	1 dedicated A/C sworn LE officer	$71,146	This Sheriff's deputy would be assigned to A/C and would assist them daily. Recurring costs total $56,945 and anticipated one-time costs total 42,673.
Animal Control	2 Animal Control officers	$95,239	Recurring salary & benefit costs are estimated at $50,239 for each position and one-time operational costs are estimated at $45,000 (primarily new vehicle)
Sheriff's Office	Approved 2 positions to be effective Jan. 16, 2022	In current Budget	The Sheriff's Office requested 8 deputy positions during the budget and the Board approved 2 positions which would become effective Jan. 16, 2022. Additional annual costs for 1 deputy are estimated at $53,846.
Detention Center	2 detention officers	$54,631	Salary, benefits, and equipment for 2 officers is estimated at $109,262 and it is anticipated that 50% of their costs can be offset by Federal Inmate Housing revenue. 2 of the 4 positions requested were approved with the budget.
Detention Center	1 Operations Sergeant	$30,329	Salary, benefits, and equipment for 1 operations sergeant is estimated at $60,658 and it is anticipated that 50% of the cost can be offset by Federal Inmate Housing revenue. 1 of the 2 positions requested were approved with the budget.
Emergency Communications	$175/mo. Training Supplement	$3,150	Emergency Communications would offer trainers an additional $175.00 a month while they are training new hires. This averages out to roughly an extra $1 per hour.
Emergency Communications	2 new TC positions	$49,468	4 new positions would allow 1 new TC per 12-hour shift; however, the request is for 2 new TC positions which would work across 2 shifts each. Funding required. Annual recurring costs are anticipated to be $98,936 for 2 positions.

County Manager Felts noted that with the housing of federal inmates, the cost could be net-zero for the Detention Center service expansion.

Board members discussed the service expansions, asked questions about funding sources, and made adjustments to the list. After discussion and a recap of changes, the Board voted on the matter.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved the following service expansions:

- **Elections** - Approved overtime pay for one-stop workers at an estimated cost of $13,000 for fiscal year 2021-2022
- **Animal Control** - Approved funding for one (1) new Animal Control Officer and one (1) dedicated sworn law enforcement officer position in the Sheriff's Office to be dedicated to Animal Control effective January 16, 2022 and approved an additional Animal Control Officer effective July 16, 2022 in the fiscal year 2022-2023 continuation

budget. (The budget for the sworn LE officer is included in the Sheriff's current fiscal year 2021-2022 budget.)

- **Sheriff's Office** - Confirmed funding for two (2) Law Enforcement Officers and directed one (1) of which will be a dedicated sworn law enforcement officer position in the Sheriff's Office for Animal Control effective January 16, 2022, and approved an additional Law Enforcement Officer effective July 16, 2022 in the fiscal year 2022-2023 continuation budget.
- **Detention Center** - Approved two (2) new Detention Officers and one (1) Operations Sergeant to be effective on or after January 16, 2022
- **Emergency Communications** - Approved a training supplement of $175/month for Emergency Communications trainers while training new hires and approved two (2) new telecommunicator positions to be effective on or after January 16, 2022

BOARD PRESENTATIONS

Commissioner Karan said he had a weighty topic to talk about and asked for an open dialogue about the overreach of the federal government regarding the vaccine mandates for businesses with over 100 employees that would include Granville County. He said he reached out to North Carolina Secretary of Labor Josh Dobson regarding the matter to stop the overreach. He said he had prepared a resolution and wanted to see if the Board would take a stand against a vaccination mandate. At this point, discussion ensued.

Commissioner Karan said he would like to poll the Board to see what can be done as the Board of Education has made masks optional for those vaccinated. He said he is a firm believer of the vaccines, but not the mandates, and wanted to publicly announce that he is against the vaccination mandate.

Board members made comments and shared differing opinions. Chair Hinman asked the County Attorney for clarification.

County Attorney Wrenn said that if there is an OSHA mandate, Granville County will have to comply.

Discussion continued and Chair Hinman asked if the Board wanted to vote on the resolution.

Commissioner Karan read part of a draft resolution against the COVID vaccine mandates.

Commissioner Gooch asked for further consideration of the matter at a later date after gathering more data.

Commissioner Karan said he wanted to have open dialogue and discussion about the matter, and he said his stance was clear. He said he appreciated each Board member and

thanked Chair Hinman for her leadership this past year. He also thanked the Board for their work on the redistricting maps noting that his district had gotten up to 10,000 or so people since the last redistricting process.

Commissioner Gooch said he appreciated each Board member and that he believed the Board needs to look at all sides regarding the vaccine mandates before making a decision. He thanked the County Manager and staff for providing information for the Board to make decisions and wished everyone a Happy Thanksgiving.

Commissioner Jay thanked Chair Hinman for her work this past year and thanked the County Manager and staff for the work on the Strategic Plan at Camp Oak Hill. He also thanked the County Manager and staff for work during COVID and for keeping the County moving forward. He wished everyone a Happy Thanksgiving and noted that his birthday is on Thanksgiving.

Commissioner Smith thanked Chair Hinman for her leadership this past year to keep the Board in line. He mentioned his new district lines from Oxford to Wolf Pit Road, Virgilina.

DURING PRESENTATIONS, THE BOARD APPROVED A PROCLAMATION FOR MAYOR JANET PARROTT

Commissioner Smith stated that Mayor Janet Parrott will be retiring after 42 years as Mayor of Stovall, noting that she is probably the longest-serving mayor in North Carolina. He then requested a Proclamation of Appreciation to honor her for her service.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved a proclamation in honor of Mayor Janet Stovall to be presented at a later date.

PRESENTATIONS CONTINUE

Commissioner Cozart thanked Chair Hinman for her leadership this past year. He commended Commissioner Karan for bringing up the COVID vaccine mandate matter for the Board to talk about, noting that not all issues are easy to talk about but the Board works well together. He talked about generosities shown during COVID and mentioned a young man that came forward and paid for his groceries recently, noting that he is proud of people coming together at times such as now. He announced that Franklin-Vance Warren has surplus buses for sale if any group is interested.

Commissioner May thanked Commissioner Hinman for her leadership this past year during his first year as a commissioner. He said he is glad the Board can have discussions and

agree to disagree and still work together, noting that he agreed with Commissioner Karan about vaccine mandates. Commissioner May said he lost a large portion of his district during the redistricting process. He said he is honored to serve Granville County and its people. He wished everyone a Happy Thanksgiving and thanked Clerk Weary for her work on the Board.

Chair Hinman said she was leery of being the chair this year, but with everyone working together and pushing her forward she had a great year with "her guys" (the other six commissioners) that had her back. She wished everyone a Happy Thanksgiving. She announced that ACIM does not have any meat to give away for Thanksgiving due to a problem with distribution and asked for prayers for those that need help with food. She wished Commissioner Jay a happy birthday.

CLOSED SESSION

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (6) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and 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.

Upon a motion by Commissioner Jimmy Gooch, 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 Tony W. Cozart, and unanimously carried, the Board adjourned at 11:23 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
November 19, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Friday, November 19, 2021 at 4:00 p.m. in the Administration Office Conference Room, 104 Belle Street, Oxford. The purpose of the Special Meeting was a personnel matter.

Present were:

Chair:	Sue Hinman	
Commissioners:	Tony W. Cozart	Jimmy Gooch
	Zelodis Jay	Timothy Karan
	Russ May	David T. Smith
County Manager:	Michael S. Felts	
County Attorney:	James C. Wrenn, Jr.	

MEETING CALLED TO ORDER

At 4:11 p.m., Chair Sue Hinman called the meeting to order.

BOARD WENT INTO CLOSED SESSION

A notice was properly served that a special meeting would be held for a closed session pursuant to G.S. §143-318.11(a)(6) for a personnel matter.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(6) to discuss a personnel matter. Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried, the Board adjourned at 5:07 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
November 30, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Tuesday, November 30, 2021 at 7:00 p.m. in the Administration Office Conference Room, 104 Belle Street, Oxford.

Present were:

Chair:	Sue Hinman	
Commissioners:	Tony W. Cozart	Zelodis Jay
	Jimmy Gooch	Timothy Karan
	Russ May	David T. Smith
County Manager:	Michael S. Felts	
County Attorney:	James C. Wrenn, Jr.	

MEETING CALLED TO ORDER

At 6:59 p.m., Chair Sue Hinman called the meeting to order and Commissioner Tony W. Cozart had the invocation.

BOARD WENT INTO CLOSED SESSION

A notice was properly served that a special meeting would be held for a closed session pursuant to G.S. §143-318.11(a)(6) for a personnel matter.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(6) to discuss a personnel matter. Upon a motion by Commissioner David T. Smith, seconded by Commissioner Russ May, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board adjourned at 7:34 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
December 2, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Thursday, December 2, 2021, at 4:30 p.m. at the Granville County Administration Office located at 104 Belle Street, Oxford, NC.

Present were:

Chairman:	Sue Hinman	
Commissioners:	Tony W. Cozart	Jimmy Gooch
	Zelodis Jay	Timothy Karan
	Russ May	David T. Smith
County Attorney:	James C. Wrenn, Jr.	

MEETING CALLED TO ORDER

At 4:31 p.m., Chair Sue Hinman called the meeting to order. The Board went into closed session to interview candidates for the appointment of Sheriff of Granville County.

BOARD WENT INTO CLOSED SESSION

A notice was property served that a special meeting would be held for a closed session to discuss a personnel matter pursuant to General Statute 143-318.11(a)(6).

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(6) 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.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board adjourned at 6:38 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
December 3, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Friday, December 3, 2021, at 1:00 p.m. at the Richard H. Thornton Library in the large conference room located at 210 Main Street, Oxford, NC.

Present were:

Chairman:	Sue Hinman	
Commissioners:	Tony W. Cozart	Jimmy Gooch
	Zelodis Jay	Timothy Karan
	Russ May	David T. Smith
County Attorney:	James C. Wrenn, Jr.	

MEETING CALLED TO ORDER

At 1:07 p.m., Chair Sue Hinman called the meeting to order.

BOARD WENT INTO CLOSED SESSION

A notice was property served that a special meeting would be held for a closed session to discuss attorney-client and personnel matters pursuant to General Statute 143-318.11(a)(3) and (6).

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (6) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and 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.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board adjourned at 3:24 p.m.

Respectfully submitted,
Debra A. Weary, NCCMC, CMC

Clerk to the Board

APPROVED BY: _____

Sue Hinman, Chair

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

To:	Board of Commissioners
From:	Korena Weichel, Assistant County Manager
Department:	Administration
Date:	June 6, 2022
Title:	**Service Agreement for Lead for North Carolina**

PURPOSE:
To consider an agreement with the School of Government to host a Lead for North Carolina Fellow.

BACKGROUND:
As discussed during the Board Retreat and Budget Work Session, Granville County applied and was accept as a host local government for the UNC School of Government's Lead for North Carolina (LFNC) Fellowship program.

The LFNC Fellow will work full-time for a total of 1,700 hours from August 1, 2022 through June 30, 2023 on a variety of short- and long-term projects.

As a Tier 2 community, Granville County is eligible to receive the maximum subsidy allowance for hosting a LFNC Fellow. Therefore, of the total approximate $46,700 to serve as a host local government, the County will cost share only $20,000 of that expense through four installments paid to the SOG. All payroll costs including health insurance and training will be paid directly to the Fellow by the SOG.

FUNDING:
Funding is included in the fiscal year 2023 Budget.

RECOMMENDATION:
County administration recommends that the Board authorize the county manager and assistant county manager to execute the attached Service Agreement for Lead for North Carolina.

ATTACHMENTS:
Service Agreement for Lead for North Carolina

ACTION TAKEN:

SERVICE AGREEMENT FOR LEAD FOR NORTH CAROLINA

This is an agreement between Granville County (Client) and the School of Government at the University of North Carolina at Chapel Hill (SOG).

1. Services. SOG will screen and identify finalist candidates for the Client to select from for the Client's Lead for North Carolina service member. SOG agrees to provide up to 60 hours of training for the service member before and during the service membership term on the basics of local government law, structure, function, and on applicable skills, management, and leadership. SOG agrees to provide sufficient training to enable the service member to earn up to 3 graduate credit hours per year, paid for by the Lead for North Carolina (LFNC) program. SOG will provide ongoing support to the service member during the service membership term. SOG will provide sufficient training and support to Client to enable Client to fully comply with program requirements.

   SOG will monitor service member progress on Client projects, collect periodic data, assist Client with any necessary interventions, and perform all training, record keeping, and reporting required by the University of North Carolina at Chapel Hill and program funders.

   The Client will create and maintain a work plan for the service member that complies with Lead for North Carolina standards.

   The Client will designate Korena Weichel, Assistant County Manager, as an on-site facilitator who will: (a) serve as the service member's primary resource and advocate within the Client, facilitating the service member's integration into the life of the Client and providing appropriate advice and counsel; and (b) work closely with the LFNC Program Director to ensure that the relationship between the service member and the Client remains strong and that the service member is effectively adding capacity to the Client; (c) submit brief mid-year and year-end service member performance evaluations; and (d) approve and sign the service member's timesheet according to the schedule submitted by the LFNC program Director.

   The Client will communicate clearly to the service member any policies and procedures with which the service member is expected to comply. The Client will provide sufficient opportunity for the service member to complete the service member's minimum 1700 service hours during the eleven-month service membership term.

   The Client will provide dedicated and appropriate working/meeting space for the service member, including a computer with internet access and ready access to other technology and supplies needed to successfully perform the service member's tasks.

   The Client will provide the service member with comprehensive orientation to the Client with introductions to key staff and officials, as well as an overview of the mission and culture of the Client. The Client will further identify and facilitate participation by the service member in any appropriate professional development activities.

   The Client will allow the service member to participate in any mandatory training events and abide by all program funder requirements and limitations, as outlined in the LFNC handbook.

2. Duration of Services. This agreement is effective on August 1, 2022, and terminates on the earlier of June 30, 2023, or when the 2022-23 service member ceases service with the Client.

3. Compensation. The Client agrees to pay $20,000 to the School of Government

4. Payments. Payments shall be made to the School of Government, upon invoicing from SOG, as follows: in four equal installments, due on August 30, 2022, November 30, 2022, February 28, 2023, and May 31, 2023.

5. Liaisons. Angela Miles, Human Resources Director, shall serve as a liaison for issues concerning this work under this agreement for the Client. Dylan Russell, Executive Director for Lead for North Carolina, shall serve as liaison for the SOG.

   Dylan Russell
   Executive Director
   Lead for North Carolina
   School of Government Services
   UNC Chapel Hill
   #3330, Knapp-Sanders Building
   Chapel Hill, NC 27599-3330

828-964-3144
russell@sog.unc.edu

6. Modification, Extension, and Termination. This agreement represents the entire agreement between the parties. It may be modified, extended, or terminated by mutual written consent of the parties.

By: _____ _____
Name Date

_____
Title

School of Government at the University of North Carolina

By: _____ _____
Michael R. Smith Date
Dean, School of Government

This agreement has been pre-audited in accordance with the North Carolina Local Government Budget and Fiscal Control Act.

_____

AmeriCorps Program Policies and Procedures

I, Korena Weichel, (hereinafter referred to as "Host Site Coordinator"), accept the invitation to participate as an AmeriCorps affiliate in the Lead for North Carolina AmeriCorps program (hereinafter referred to as the "Program" or "LFNC"), an affiliated program of the AmeriCorps National Service Network (CNCS) and the North Carolina Commission on Volunteerism and Service.

LFNC MEMBER POSITION DESCRIPTION

Lead for North Carolina at the UNC School of Government works to build capacity in under-resourced local governments by advancing key community development initiatives. At the end of the program year, the AmeriCorps Members will be responsible for demonstrating measurable impact by increasing capacity. This program will focus on the CNCS area of capacity building. AmeriCorps defines capacity building as a set of activities that expand the scale, reach, efficiency, or effectiveness of programs and organizations. To deliver on this mission, the UNC School of Government LFNC program recruits and places well-trained, recent college graduates as full-time members in government organizations across the state. Host Site Coordinators will be expected to tailor programs and activities to meet the specific needs of their organization and allow the member to perform the following primary essential functions:

Member training

Members undergo up to 60 hours of graduate-level training at the School of Government and receive ongoing training and support from the UNC School of Government – detailed in the Service Agreement.

Community learning

Members begin their placement site with an understanding of the capacity concerns facing their host government. Members collect public input on issues, shadow department heads, and meet community leaders.

Project work scope and deliverables

Each project scope is uniquely tailored to specific local needs and addresses a critical challenge the local government has not had enough capacity to address. Key interventions could include resource development, systems development, disaster mitigation, housing unit development, job training, flood mitigation, and opioid drug intervention. Outputs will build on existing efforts to address the community's stated problem in the work scope. Members will also engage in monthly check-ins to monitor their progress on their workplan and must complete an activity log measuring their progress on interventions and noting outcomes. Members will be required to document all their service hours in OnCorps. Host Site Coordinators must verify hours.

Succession plans

Each member is required to implement institutional procedures, resources, and processes to assure the continuation of expanded or enhanced beneficiary services through succession plans. Succession plans detail how the member's previous work scope will be carried out using resources already existing within the local government.

Assist in the assessment and long-term sustainability of the program

Members and host sites will assist the program director and evaluation staff to identify, collect, and interpret key progress and outcome variables to evaluate the effectiveness of the LFNC program. Members will be responsible for submitting monthly progress reports to the program director documenting progress and outcome data and meet, as appropriate, with evaluators. Members may be asked to represent LFNC, as requested by the program director, to potential supporters and to other interested parties.

HOST ORGANIZATION SERVICE SITES AND ATTENDANCE POLICY

LFNC Members are assigned to host organizations based on the preferences indicated in the LFNC Member application and LFNC Member interview. LFNC Members will report directly to their Host Site Coordinator. Of the total required hours, a maximum of 20% of these hours may be training, education, or other similar approved activities. An AmeriCorps LFNC Member may spend no more than 10% of his/her originally agreed-upon term of service, as reflected in the LFNC Member enrollment in the National Service trust, performing fundraising activities, as described in 45 CFR § 2520.40.

At this time, LFNC Members will follow their host organization's COVID-19 policies regarding reporting for work. If the host organization observes a holiday or closes due to inclement weather, then LFNC Members will follow the altered schedule that is shared with the host organization's employees. The member will follow their host organization's policies for requesting paid time off. **The LFNC Member must meet the minimum 1700-hour requirement by the end of the**

fellowship term. Members that exceed the minimum 1,700 hours are required to serve until the end of their service term as specified in their member service agreement (June 30, 2023).

TELESERVICE POLICY

LFNC Members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be limited to certain situations. Teleservice—like all service—should have appropriate documentation, supervision and oversight by the Host Site Coordinator.

The LFNC Program and Host Site Coordinator may determine that teleservice is appropriate based on the situation (e.g., COVID-19 public health emergency) and type of service being delivered. Teleservice is appropriate only when the activity can be meaningfully supervised, and the hours verified independently. If the host site permits teleservice the following parameters should be addressed: Expectations of the communication requirements between supervisors and teleserving members, mitigation of the increased risk of time and attendance abuse, appropriate supervision including validation of the activities to be performed (and accompaniment, as necessary), and verification of hours claimed.

AMERICORPS BRANDING AND IDENTIFICATION

LFNC Members are required to always wear the AmeriCorps logo while serving hours at their host site and/or serving in official AmeriCorps capacity. The AmeriCorps logo can be worn via the AmeriCorps nametag, AmeriCorps pin, AmeriCorps service gear, or other AmeriCorps branded items. AmeriCorps signage should be near the fellow's workspace. Any work product publications / studies created by the member for the public should have the following disclaimer: "The opinions and views detailed in this publication do not reflect the opinions or views endorsed by AmeriCorps."

PROHIBITED LFNC ACTIVITIES

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, the Corporation and/or the NC State Commission, staff and LFNC Members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization;
8. Providing a direct benefit to:
    i. A business organized for profit;
    ii. A labor union;
    iii. A partisan political organization;
    iv. A non-profit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and,
    v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities.
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Other activities as the Corporation and/or North Carolina State Commission determines will be prohibited, upon notice to LFNC program.

AmeriCorps LFNC Members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

Nonduplication
Corporation for National and Community Service assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (b) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

No displacement
An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation for National and Community Service assistance.

After reading all of the above, please sign below to demonstrate that you understand the terms, conditions, and responsibilities for participation in the LFNC AmeriCorps program.

Host Site Coordinator / Supervisor Printed Name	
Host Site Coordinator / Supervisor Signature X	Date Signed

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

To:	Board of Commissioners
From:	Michael Felts
Department:	Administration
Date:	June 1, 2022
Title:	**Vaya Health Presentation**

PURPOSE:
To hear a presentation from Vaya Health.

BACKGROUND:
Elliot Clark, Regional Director of Community Relations for Vaya Health, will present materials to the Board including a Vaya Overview, County Specific Data, and Information about the Children and Families Specialty Plan.

ATTACHMENTS:
PowerPoint Presentation
Vaya Health Granville County Data
Talking Points
NC DHHS CFSP Waiver
CFSP Joint Feedback
Promises Kept - Granville

ACTION TAKEN:

VAYA HEALTH

Granville County Board of Commissioners

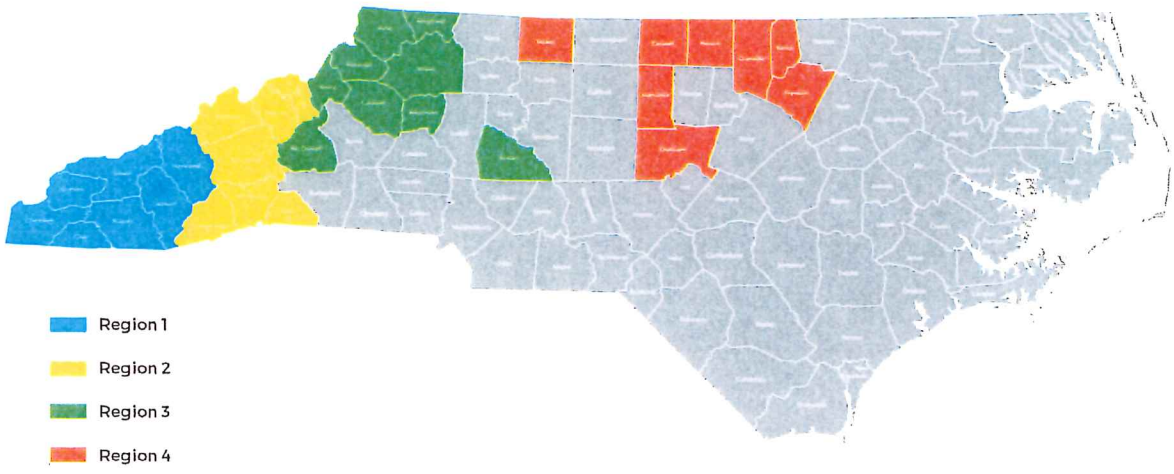
May 16, 2022

Elliot Clark, Regional Community Relations Director

919-608-7894

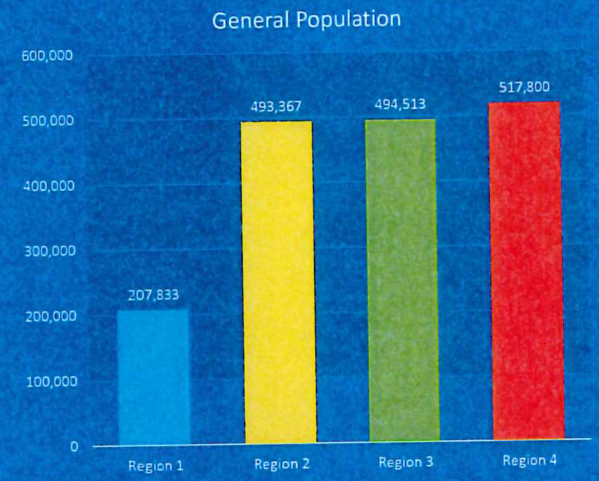
1

Vaya's Regional Assignments



2

Regional Boards



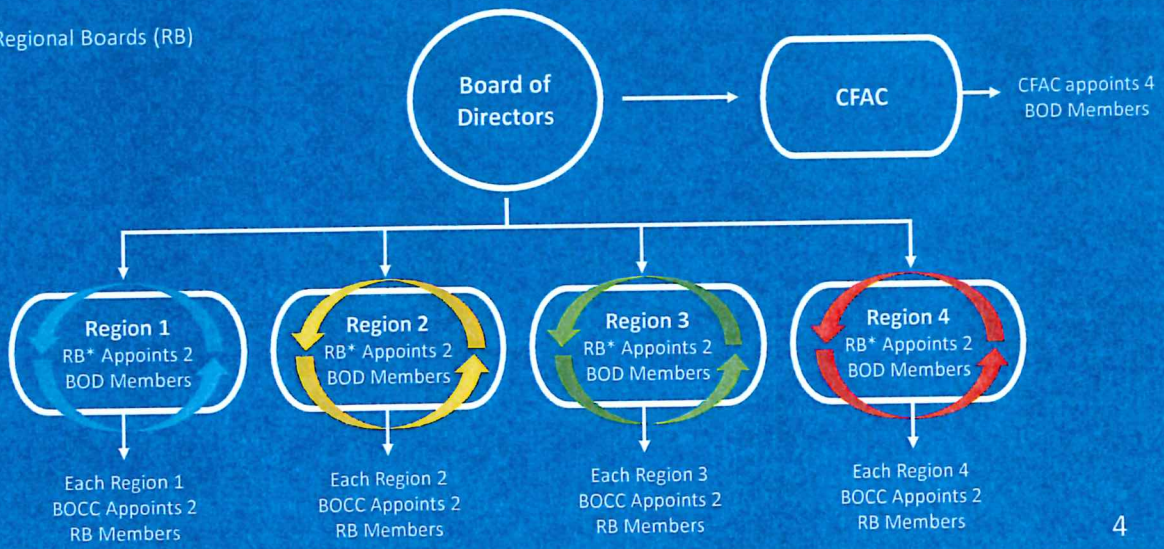
Region 1	Region 2
1. Cherokee 2. Clay 3. Graham 4. Haywood 5. Jackson 6. Macon 7. Swain	1. Buncombe 2. Henderson 3. Madison 4. Mitchell 5. Polk 6. Transylvania 7. Yancey
Region 3	**Region 4**
1. Alexander 2. Alleghany 3. Ashe 4. Avery 5. Caldwell 6. McDowell 7. Watauga 8. Wilkes 9. Rowan	1. Stokes 2. Alamance 3. Caswell 4. Chatham 5. Person 6. Franklin 7. Granville 8. Vance

3

3

Alternative Board Structure

*Regional Boards (RB)



4

4

Composition for Consolidated Board of Directors

- 2 representatives appointed by each Regional Board
- 4 representatives appointed by Consumer & Family Advisory Committee- One per region
- 1 representative appointed by the DHHS Secretary
- Up to 8 At-Large members appointed by current Vaya Board in consultation with Cardinal Board, CCABs, counties
- The Provider Advisory Council President serves as non-voting member
- Up to 3 non-voting advisory members

5

5

Regional Board: Region 4 Membership

	County	Position	Name
1	Alamance	Commissioner	John Paisley
2	Alamance	Commissioner	Pamela Thompson
3	Caswell	Family Services Director	Aisha Gwynn
4	Caswell	Commissioner	Jeremiah Jefferies
5	Chatham	Commissioner	Karen Howard
6	Chatham	DSS Director	Jennie Kristiansen
7	Franklin	County Manager	Kim Denton
8	Franklin	Commissioner	Cedric Jones, Vice Chair
9	Granville	PH Director	Lisa Harrison
10	Granville	Commissioner	Russ May
11	Person	HD Director	Janet Clayton
12	Person	Commissioner	Gordon Powell
13	Stokes	Commissioner	Sonya Cox
14	Stokes	DSS Director	Stacey Elmes
15	Vance	Commissioner	Dan Brummitt, Chair
16	Vance	DSS Director	Denita Devega

6

Vaya Board of Directors Membership

	Seat	Region	County	Position	Name
1	RB1 – Chair	1	Macon	Commissioner	Ronnie Beale
2	RB1 – Vice Chair	1	Haywood	HHSA Director	Ira Dove
3	RB2 – Chair	2	Henderson	Commissioner	Bill Lapsley
4	RB2 – Vice Chair	2	Mitchell	Commissioner	Brandon Pittman
5	RB3 – Chair	3	Watauga	Commissioner	Billy Kennedy
6	RB3 – Vice Chair	3	Rowan	Commissioner	Judy Klusman
7	RB4 – Chair	4	Vance	Commissioner	Dan Brummitt
8	RB4 – Vice Chair	4	Franklin	Commissioner	Cedric Jones
9	CFAC Region 1	1	N/A	N/A	Mary Ann Widenhouse
10	CFAC Region 2	2	N/A	N/A	Nancy Baker
11	CFAC Region 3	3	N/A	N/A	Pat McGinnis
12	CFAC Region 4	4	N/A	N/A	Benita Purcell
13	At-Large 1	3	Alexander	County Manager	Rick French
14	At-Large 2		N/A	Insurance Expertise	Mike Norris
15	At-Large 3		N/A	Health Care Expertise	Tim Fitzsimons
16	At-Large 4	4	Alamance	Commissioner	John Paisley
17	At-Large 5	2	Buncombe	Assistant County Manager	Dakisha "DK" Wesley
18	At-Large 6	3	McDowell	County Manager	Ashley Wooten
19	PAC President		N/A	PAC President	Carson Ojamaa
20	DHHS Secretary Appointment	2	Transylvania	N/A	Page Lemel *DHHS Approval Pending*
21	Specialized Expertise		N/A	DSS Director	Patrick Betancourt

7

Vaya Health in Granville County

- Care Management Data and Overview
  -
- Promises Made, Promises kept update
  - Commitments to Person County and current progress.
  -

8

Child & Family Specialty Plan

NCDHHS Plan to Create Specialty Medicaid Waiver for Children in Foster Care and Children & Youth involved with DSS

9

- The CFSP will be a **single, statewide plan** available to children, youth and families served by the child welfare system regardless of their location in the state.
- This design creates a **central accountable entity** for providing integrated physical and behavioral health services, I/DD services and resources to address unmet health-related needs under a System of Care framework **in close coordination with County DSS and EBCI Family Safety Program.**
- Only a **Standard Plan or a Tailored Plan may bid** to operate the CFSP.
- Recent stakeholder engagement **informed needed changes to initial CFSP Plan design** and a **shift in the Plan launch timeline.**

**In 2022, DHHS intends to identify a new name for the CFSP to better represent the objective of the managed care plan and its target populations.*

10

CFSP-Eligible Populations

Initial CFSP Design Eligible Populations

- Children and youth in foster care
- Children receiving adoption assistance
- Former foster youth (FFY) under age 26
- Minor children of individuals eligible for CFSP enrollment**

With the exception of Tribal members and other limited groups, these eligibility groups will be auto-enrolled at CFSP launch.*

Additional CFSP Eligible Populations^

Medicaid- and NC Health Choice-enrolled:

- Parents, guardians, and custodians of children/youth in foster care
- Siblings of children/youth in foster care
- Family members receiving CPS In-Home Services:
  - All adults included as caregivers in the CPS In-Home Services Agreement
  - All children included in the CPS In-Home Services Agreement

These eligibility groups may opt in to the CFSP.

**Unless they are in a group that is otherwise exempt or excluded from mandatory managed care enrollment. These eligibility groups will be automatically enrolled into the CFSP, with the following exceptions: Tribal members and other individuals eligible to receive Indian Health Services, including North Carolina's federally recognized tribe (the Eastern Band of Cherokee Indians) and state-recognized tribes, Innovations or TBI waiver enrollees, beneficiaries residing in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IID), and those eligible for the Transitions to Community Living (TCL).*
***Limited to minor children of children and youth in foster care, children receiving adoption assistance, and FFY.*

^Pending legislative approval and needed information technology IT system changes. Individuals must be NC Health Choice and Medicaid-enrolled to be eligible for the CFSP. Eligible populations include parents who will retain Medicaid eligibility when a child is being served temporarily by the foster care system and the parent is making reasonable efforts to comply with a court-ordered plan of reunification, in accordance with Session Law 2021-180.

11

Benefits

The CFSP will provide comprehensive benefits to meet the needs of children, youth and families involved in the child welfare system.

CFSP Benefits/Services:

- **The CFSP will include nearly all the Medicaid State Plan benefits covered by Standard Plans and Tailored Plans including:**
  - Physical health
  - Behavioral health
  - Long-term services and supports
  - Pharmacy benefits
- **Examples of Medicaid State Plan benefits covered in the CFSP include *(see Appendix for full list)*:**
  - Inpatient/outpatient behavioral health services
  - Residential treatment services
  - Mobile crisis management
  - Early and periodic screening, diagnostic and treatment (EPSDT) services

Including Tribal Integrated Classroom, Family Safety, Tribal Therapeutic Foster Care, and Tribal Peer Support services

Services Provided only by Tailored Plans*

- **A small subset of behavioral health services will only be available through Tailored Plans:**
  - Intermediate care facilities for individuals with intellectual disabilities (ICF-IID)
  - Innovations and TBI Waiver Services
  - State-funded Services
  - Respite services through TRACK at Murdoch
  - Transitions to Community Living

**Tribal members will not need to enroll in a Tailored Plan to receive Tailored Plan-only services.*

12

State-Wide LME/MCO Concerns with CFSP

- Formerly called the Foster Care Waiver
- Policy Paper released February 18, 2022
- Proposed to be a single statewide plan, not regional plans
- Would potentially expand the proposed population served by this plan to include both kids in DSS custody, as well as those in pre-custody, and their families
- Vaya collaborated with other five LME/MCOs to submit two responses to the Policy Paper. General concerns include:
  - Plan is being rushed out without sufficient analysis of impact on system as a whole, including impact on provider network stability
  - Based on premise that a statewide plan is the only way to create a statewide network and standardization
  - Could potentially undo the work that Vaya and other LME/MCOs have done to create innovative, local solutions to meet DSS needs and divert youth away from institutionalization
  - Rural and smaller counties won't receive the same level of support in a statewide plan

13

What can we do to make progress?

- Much improvement is needed to our system of care for children and families experiencing disruptions in the home.
- We need:
  - Close collaboration and commitment to DSS for process improvement and enhancements to service delivery.
  - Voice concerns over the current plan and timeframe to DHHS and Legislative Delegation.
    - Public Comment through May 23 2022. Comments may be emailed to Medicaid.NCEngagement@dhhs.nc.gov. Please indicate "NC Section 1115 Waiver" in the subject line of the email message.
    - Letters of Support
  - Regular reporting of quality metrics that indicate outcomes for the youth and families that we collectively serve.

14



15

Hello.

Get to know Vaya Health, an organization helping people in GranvilleCounty connect to services and supports on the journey toward health and wellness.

Vaya by the Numbers in Your County

Vaya's community-based complex care management model provides a team-based approach to integrated healthcare. Data below is county specific.

0
Adults (18+) served in network
(based on claims data)

71
Adults receiving complex care management

180
Complex care management contacts (adults)

0
Children (3-17) served in network
(based on claims data)

10
Children receiving complex care management

85
Complex care management contacts (children)



Supporting Families and Strengthening Communities

At Vaya Health, our strength lies in our history of leveraging community partners' on-the-ground experience with our expertise to find local solutions to systemic challenges.

Collaborating with local Departments of Social Services (DSSs) is key in our efforts to strengthen behavioral health services for children and adolescents. Vaya care managers are currently embedded or in the process of becoming embedded in DSS offices in 26 of the 31 counties we serve.

We also work closely with DSS offices and behavioral health providers in our network to proactively establish shared case staffings. These partnerships help communities stay ahead of emergency placement scenarios and reduce institutional care for children and youth.

Our engagement model includes an array of initiatives aimed at rapid response to child and youth behavioral health crises, single point assesments that connect children to services faster, and innovative services and supports that are transforming child residential services.

Child Welfare Project Update

Vaya is partnering with Benchmarks NC on a project aimed at improving the child welfare system.

In December, Benchmarks hosted multiple focus groups of child welfare system leaders, behavioral health providers, foster and residential providers and Vaya staff to hear from experts in the field for a deeper understanding of the issues impacting the system.

That feedback, along with quantifiable data from DSS and Vaya, informed a comprehensive assessment of needs. The findings will help streamline and increase access to exisiting services and help identify opportunities for adding new procedures to further ensure children's needs are met.



Medicaid Transformation: Children and Families Specialty Plan

NCDHHS recently released the Children and Families Specialty Plan (CFSP) Policy Paper, which outlined their vision for a separate Medicaid Managed Care health plan for children, youth, and families served by the child welfare system. The state's six LME/MCOs (including Vaya) shared joint recommendations with NCDDHS for a path forward that would aim to address stakeholder needs, preserve families, and support reunification and permanency.

VAYAHEALTH

1-800-849-6127

HAVE QUESTIONS? HELP IS AVAILABLE 24/7

vayahealth.com

VAYAHEALTH

CHILDREN AND FAMILIES SPECIALTY PLAN TALKING POINTS

Rev. 03.2.22

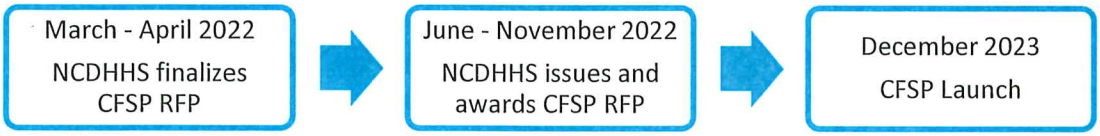
Using Talking Points:

This document is intended for use by internal staff and for distribution with external stakeholders (e.g., members, providers, community partners) to provide context for the LME/MCO position regarding the Children and Families Specialty Plan (CFSP) proposed by the NC Department of Health and Human Services (NCDHHS).

Background:

On Feb. 18, NCDHHS released the CFSP Policy Paper, which outlined the Department's vision for a Medicaid Managed Care health plan for children, youth, and families served by the child welfare system. The CFSP would be a single, statewide plan managed by one entity. Only commercial health plans operating Standard Plans in NC Medicaid Managed Care or LME/MCOs awarded Behavioral Health and I/DD Tailored Plan contracts may bid to operate the CFSP.

Proposed Timeline:



Talking Points:

- The CFSP proposal does not leverage the existing strengths of the LME/MCO system, the resources already invested by the State of North Carolina into the Behavioral Health I/DD Tailored Plan model, or the solution the LME/MCOs offered the Department to guarantee seamless statewide access to care within a regionalized model.
- LME/MCOs have been managing care in North Carolina since 2011 and understand that savings and quality care are driven by effective care management at the local level. If the CFSP moves forward as proposed, the management of services for children and youth in DSS custody/pre-custody and their families will be the sole responsibility of the contracted plan (for example, BCBSNC or another LME/MCO). **What does this mean?**
    - ⊗ Vaya would no longer provide care management to CFSP members.
    - ⊗ Vaya would no longer coordinate placement for children and youth in DSS custody.
    - ⊗ Vaya would no longer serve as a liaison with hospitals when a child in DSS custody is taken to the ED.
- Establishing an additional, separate statewide plan for a population currently receiving many of the same services through existing NC Medicaid plans creates an increased risk for service, system fragmentation, and staffing shortages—especially in the rural areas that make up most of the counties Vaya serves.
- The plan will negatively impact existing LME/MCO collaborations with counties. Vaya has decades of successful experience working with stakeholders to create and implement clinically driven solutions in the communities we serve. A single statewide CFSP would derail this progress and would negate the targeted infrastructure we continue to build in preparation for Tailored Plan launch. If Vaya is no longer responsible for the service continuum for children and youth served by the child welfare system, the innovative solutions we developed and launched across our region would be jeopardized.
- There is no standard, "one-size-fits-all" approach to care for children, youth, and families served by the child welfare system. Well-being depends on stable, personalized, community-based care, with dedicated local providers who are deeply rooted in the communities they serve. This is exactly the kind of care Vaya has managed for years, and the kind of care that will continue through regional BH I/DD Tailored Plans.
- The proposed CFSP timeline occurs at the same time as Tailored Plan launch (thus giving an advantage to commercial bidders) and while DSS agencies are focusing efforts to establish regional supervision of child welfare services per the 2017 Rylan's Law. The potential disruption resulting from massive initiatives occurring in parallel within an already strained system poses a significant risk to the children and families served by DSS.

NC Medicaid Managed Care
Policy Paper

Update on North Carolina's Children and Families Specialty Plan

North Carolina Department of
Health and Human Services

February 18, 2022

Contents

I. **Background** 3

II. **Stakeholder Engagement** 4

III. **Children and Families Specialty Plan Objectives** 5

IV. **Statewide Design** 5

V. **Eligibility and Enrollment** 5

VI. **Benefits** 8

VII. **CFSP Care Management** 9

Care Management Approach 9

Delivery of Whole-Person, Integrated Care 10

Coordination and Co-Location with County DSS 11

Continuity of Care and Coordination During Transitions 12

Support for Members Transitioning Out of the Child Welfare System or Out of the CFSP 13

Comprehensive Medication Management Services 14

Primary Care Providers and CFSP Care Management 14

VIII. **Provider Network & Payment** 15

IX. **Accountability for Quality** 16

X. **Timing & Next Steps** 17

I. Background

As part of its Medicaid managed care transformation efforts, the North Carolina Department of Health and Human Services (NCDHHS) intends to launch the Children and Families Specialty Plan (CFSP)[1] (formerly referred to as the "Specialized Foster Care Plan" or "FC Plan")—a single, statewide NC Medicaid Managed Care plan—that will support Medicaid and North Carolina Health Choice (NC Health Choice)-enrolled children, youth, and families served by the child welfare system in receiving seamless, integrated and coordinated health. As a statewide entity, the CFSP—regardless of a member's geographic location—will provide members with access to a broad range of physical health, behavioral health, pharmacy, long-term services and supports (LTSS), Intellectual/Developmental Disability (I/DD) services, and resources to address unmet health-related needs; the statewide design will also enable the CFSP to maintain members' treatment plans. The CFSP will offer robust care management to every member, working in close coordination with the state Division of Social Services (DSS), County Department of Social Services (County DSS) offices and Eastern Band of Cherokee Indian (EBCI) Family Safety Program.

Supporting children, youth and families served by the child welfare system requires a high level of multisector coordination aimed at preserving families and supporting reunification and permanency. These children and families generally experience greater unmet health needs than those not served by the child welfare system. For example, nationally, children and youth in foster care use both inpatient and outpatient mental health services at a rate 15 to 20 times greater than that of the general pediatric population, and approximately 60% have a chronic medical condition.[2] Without adequate supports, these conditions can persist and impact short- and long-term health outcomes into adulthood.

Former foster youth experience high rates of mental health challenges, including post-traumatic stress disorder, and chronic physical health conditions, such as asthma. They are also likely to experience barriers to maintaining access to healthcare coverage, further exacerbating their physical and behavioral health needs.[3] Children and adolescents at risk of removal from their homes may also have significant chronic health conditions and other developmental, cognitive, emotional/behavioral and substance use disorder (SUD) treatment needs.[4] Parents of these children similarly are at increased risk for significant physical and behavioral health needs, such as major depression.[5] Family preservation requires access to supports that promote positive outcomes and family well-being, including behavioral health services, SUD treatment, parent skill-building programs and connections to health-related resources such as food and housing.[6]

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[1] The Children and Families Specialty Plan (CFSP) is a placeholder name. In 2022, NCDHHS intends to identify a new name for the CFSP to better represent the objective of the managed care plan and its target populations.

[2] Allen, K, Pires, S, Mahadevan, R. "Improving Outcomes for Children in Child Welfare: A Medicaid Managed Care Toolkit," Center for Health Care Strategies, 2012; DosReis S., JM Zito, DJ Safer, and KL Soeken. "Mental Health Services for Youths in Foster Care and Disabled Youths," American Journal of Public Health 91(7):1094-1099, 2001; Szilagyi M, "The Pediatrician and the Child in Foster Care," Pediatric Review 19:39-50, 1998; Halfon N, A Mendonca, and G Berkowitz, "Health Status of Children in Foster Care: The Experience of the Center for the Vulnerable Child," Archives of Pediatrics & Adolescent Medicine 149:386-392, 2005.

[3] Ahrens, K, Garrison, M, Courtney, M. "Health Outcomes in Young Adults From Foster Care and Economically Diverse Backgrounds," Pediatrics 134(6): 1067-1074, 2014, available here; National Foster Youth Institute, available here; Halberg, S. "Foster care youth need critical health care after they age out," The Nation's Health, 2017; available here.

[4] Congressional Research Service. "Child Welfare: Health Care Needs of Children in Foster Care and Related Federal Issues." November 19, 2014. Available here.

[5] Id.

[6] Child Welfare Information Gateway. "In-Home Services to Strengthen Children and Families" April 2021. Available here.

Improving access to health care services for children and families served by the child welfare system is also critical to advancing health equity. Representation of children and families served by the child welfare system is disproportionately high for people of color.[7] For example, in State Fiscal Year 2021, approximately 25% of North Carolina's child population was Black but accounted for 29% of children in foster care, whereas White children made up 64% of North Carolina's child population but accounted for 57% of children in foster care.[8] Beyond the disproportionate representation, children of color are more likely to experience negative outcomes in the child welfare system.[9]

This policy paper, an update to the CFSP policy paper released in February 2021, summarizes the current CFSP design, with a focus on key changes made as a result of stakeholder feedback related to eligibility and enrollment, care management, provider network and quality. It also provides information on the anticipated CFSP procurement timeline based on the design changes. NCDHHS recognizes the complexity of implementing the CFSP and will continue to provide updates on the CFSP's design and implementation timelines as operational planning continues.

Notably, the CFSP is just one of a number of reform initiatives NCDHHS and its partners are advancing to meet the needs of families served by the State's child welfare system. A multi-sector workgroup is working to unify these efforts across the State's child- and family-serving systems to achieve positive outcomes for children and families. The workgroup expects to release a policy brief that identifies how the State intends to begin addressing current system challenges for children and youth with high acuity behavioral health needs in February 2022.

II. Stakeholder Engagement

In February 2021, NCDHHS outlined the State's initial vision and design for a specialty NC Medicaid Managed Care plan for children and youth currently and formerly served by the child welfare system. NCDHHS received extensive stakeholder feedback on the policy paper and in response, decided to delay the launch of the Plan to allow for additional time to engage with stakeholders and refine the Plan design based on their input.

Beginning in April 2021, NCDHHS convened a CFSP Workgroup, a diverse set of stakeholders including families and youth with lived experience, providers, representatives from advocacy organizations, Standard Plans, LME/MCOs, the Eastern Band of Cherokee Indians (EBCI), state and County DSS offices, the NC Association of County Directors of Social Services (NCACDSS), state agencies and community-based organizations to establish a forum for bi-directional feedback on Plan design. In a series of working sessions between April 2021 and January 2022, Workgroup members provided feedback to NCDHHS on key aspects of the CFSP to ensure that it meets the unique needs of children, youth and families served by the child welfare system. Beyond the Workgroup, NCDHHS also held listening sessions and discussions with stakeholders that support this population, including additional state and County DSS representatives, EBCI Public Health and Human Services (PHHS) Department and the Cherokee Indian Hospital Authority (CIHA) representatives, families and youth with lived experience, family-led organizations, consumer and family advocates, members of the Guardian ad Litem program and the Division of Juvenile Justice.

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[7] Disproportionality and Race Equity in Child Welfare. National Conference of State Legislatures, 2021. Available here.

[8] Data provided by the North Carolina Division of Social Services via email on January 27, 2022.

[9] Annie E. Casey Foundation Kids County Data Center. "Child population by race in the United States." Available here; U.S. Department of Health and Human Services, Administration for Children and Families Children's Bureau. "The AFCARS Report: Preliminary FY 2020 Estimates as of October 4, 2021 - No. 28." Available here.

Leveraging the recommendations received throughout this stakeholder engagement process, NCDHHS refined the CFSP design to better serve the children, youth and families who will be served by the Plan. NCDHHS anticipates engaging in continued stakeholder activities, including but not limited to continuing to work with DSS, the County DSS offices, and the EBCI PHHS/CIHA/EBCI Tribal Option.

III. Children and Families Specialty Plan Objectives

NCDHHS is developing the CFSP to improve the health and well-being of children, youth and families served by the child welfare system. The CFSP design, outlined in greater detail in this paper, emphasizes a family-focus and seeks to:

- Improve members' near- and long-term physical and behavioral health outcomes;
- Increase access to physical health, behavioral health, pharmacy, LTSS and I/DD services, as well as unmet health-related resource needs;
- Strengthen and stabilize families, prevent entry into foster care and support reunification and other permanency goals;
- Coordinate care and facilitate seamless transitions for members who experience changes in treatment settings, child welfare placements and/or loss of Medicaid eligibility upon turning 26;
- Improve coordination and collaboration with County DSS offices, EBCI Family Safety Program, and more broadly, with the System of Care—a comprehensive network of community-based services and supports—to meet the needs of families who are involved with multiple child service agencies; and
- Advance health equity to address racial and ethnic disparities experienced by children, youth and families served by the child welfare system.

IV. Statewide Design

One of the most significant challenges to service delivery for children, youth and families served by the child welfare system is disruption in provider relationships and care due to changes in placement. To address this challenge, the CFSP will be a single plan that operates statewide to enable children, youth and families to access a continuous, broad range of physical and behavioral health services regardless of their location in the state. Stakeholders largely agreed that the statewide design of the CFSP is optimal to allow members to maintain their provider and care manager relationships and their treatment plans when they experience a change in placement or care transition, facilitating seamless continuity of care.

To successfully meet the needs of members across the state, the CFSP will be required to be knowledgeable about local resources and to develop and submit for Department approval a Local Community Collaboration and Engagement Strategy that supports partnerships with local entities, including System of Care collaboratives and community-based organizations.

V. Eligibility and Enrollment

NCDHHS received extensive stakeholder feedback about the populations eligible for the Children and Families Specialty Plan (CFSP). In the initial Department design proposal, the CFSP design focused on enrolling children and youth who are currently or were formerly in foster care as well as children receiving adoption assistance. Based on stakeholder feedback and in concert with North Carolina's

broader child welfare transformation work, NCDHHS proposes a pioneering approach, significantly expanding the populations eligible for the CFSP to include Medicaid and NC Health Choice-enrolled families of children and youth in foster care, as well as Medicaid and NC Health Choice-enrolled children and families receiving Child Protective Services (CPS) In-Home Services or EBCI Family Safety Program-equivalent. Stakeholders highlighted important benefits, such as coordination of health and health-related services for a family unit by a single plan and access to staff and providers who are trained and best equipped to support families served by the child welfare system, as reasons for proposing to expand the CFSP eligibility beyond children and youth in foster care. This updated proposed design centers on family-focused, prevention-oriented care.

This proposed plan, once receiving legislative authority, could require significant reconfiguration of existing information technology systems to facilitate serving and providing care to family units.

Eligibility

Pending legislative approval, the following Medicaid and NC Health Choice-enrolled populations who are not otherwise exempt or excluded from NC Medicaid Managed Care[10], or meet another exception[11], will be eligible for the CFSP:

- Children and youth in foster care
- Children receiving adoption assistance
- Former foster care youth under age 26[12]
- Minor children of individuals eligible for CFSP enrollment[13]
- Parents, guardians, custodians and minor siblings of children/youth in foster care[14]
- Families receiving CPS In-Home Services, specifically:
    - Adults included in the NC In-Home Family Services Agreement as caregivers
    - Minor children included on the NC In-Home Family Services Agreement

Notably, in 2021, North Carolina passed legislation that will allow Medicaid-enrolled parents of children entering the foster care system to temporarily keep their Medicaid coverage after their children leave

[10] The following populations are excluded from NC Medicaid Managed Care: beneficiaries who are enrolled in both Medicare and Medicaid for whom Medicaid coverage is limited to the coverage of Medicare premiums and cost sharing; qualified aliens subject to the five-year bar for means-tested public assistance under 8 U.S.C. § 1613 who qualify for emergency services under 8 U.S.C. § 1611; undocumented aliens who qualify for emergency services under 8 U.S.C. § 1611; medically needy Medicaid beneficiaries except for beneficiaries enrolled in the Innovations or TBI waivers; presumptively eligible beneficiaries, during the period of presumptive eligibility; beneficiaries who participate in the North Carolina Health Insurance Premium Payment (NC HIPP) program except for beneficiaries enrolled in the Innovations or TBI waivers; beneficiaries who are inmates of prisons or jails; beneficiaries being served through CAP/C; beneficiaries being served through CAP/DA (includes beneficiaries receiving services under CAP/Choice); beneficiaries with services provided through the Program of All Inclusive Care for the Elderly (PACE); and certain uninsured individuals receiving COVID-19 testing during the public health emergency.

[11] Individuals otherwise eligible for the CFSP who are Innovations or TBI waiver enrollees, beneficiaries residing in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICFs/IID), or eligible for the Transition to Community Living (TCL) must enroll in a BH I/DD Tailored Plan to access those services; they may opt-in to the CFSP when they no longer require those services. Tribal members and other individuals eligible to receive Indian Health Services, including North Carolina's federally recognized tribe (the Eastern Band of Cherokee Indians) and state-recognized tribes, may opt-in.

[12] Former foster youth who aged out of the child welfare system outside of North Carolina remain eligible for Medicaid coverage until they reach the age of 21; former foster youth under age 26 who aged out of the child welfare system in North Carolina until they reach the age of 26.

[13] Limited to minor children of CFSP-eligible children in foster care, former foster care youth or children receiving adoption assistance.

[14] The CFSP will recognize the Tribal definition of "parents, guardians, and custodians" in determining Tribal member eligibility for the Plan.

the home.[15] This will enable parents who would otherwise have lost their Medicaid coverage at the time when a child was removed to continue accessing physical and behavioral health services, which are often critical to support family reunification. Medicaid-enrolled parents, guardians, custodians and minor siblings of children/youth in foster care will remain eligible for CFSP enrollment so long as they are working toward reunification.

In addition, this Plan will be available to members of a federally recognized tribe or those eligible for Indian Health Services (IHS) who also meet eligibility for the CFSP; NCDHHS will work with the EBCI Family Safety Program to operationalize around eligibility and enrollment for these individuals.

Enrollment
NCDHHS, with limited exceptions, plans to automatically enroll the following populations into the CFSP:[16]

- Children and youth in foster care
- Children receiving adoption assistance
- Former foster care youth under age 26
- Minor children of children and youth in foster care, children receiving adoption assistance, and former foster youth who are eligible for CFSP enrollment

These individuals will have the option to opt out of the CFSP and transfer to a Standard Plan, Tailored Plan, EBCI Tribal Option or NC Medicaid Direct, if eligible, at any point during the coverage year. For those children and youth in DSS custody, the County DSS Director or Director's designee will be authorized to determine which managed care plan the individual should be enrolled in consultation with the child's care team.[17]

All other CFSP-eligible populations will have the option to enroll in the CFSP as follows:

- Parents, guardians, custodians and minor siblings of children/youth in foster care
- Families receiving CPS In-Home Services, specifically:
    - Adults included in the NC In-Home Family Services Agreement as caregivers
    - Minor children included on the NC In-Home Family Services Agreement

If these individuals do not opt-in to the CFSP, they will remain in a Standard Plan, Tailored Plan, or EBCI Tribal Option, as eligible. All individuals eligible to participate in both the CFSP and the EBCI Tribal Option will be enrolled in the EBCI Tribal Option but will be given the choice to opt into the CFSP. The Enrollment Broker will be available to educate and help individuals navigate this decision.

Given the system reconfigurations needed to operationalize the CFSP, NCDHHS anticipates it may be necessary to phase-in enrollment for CFSP-eligible populations. NCDHHS anticipates launching the CFSP with individuals who will be auto-enrolled, followed by individuals eligible to opt-in. NCDHHS will issue

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[15] Section 9D.14 of S.L. 2021-1802021 Appropriations Act. Available here.
[16] Beneficiaries who are members of a federally recognized tribe or eligible for Indian Health Services who are eligible for the CFSP have been enrolled into the EBCI Tribal Option or remain in NC Medicaid Direct depending on their region and will have the option to enroll in the CFSP at launch; individuals eligible for Medicare or are in other managed care excluded groups are not eligible to enroll in the CFSP as outlined in footnote 10.
[17] For children and youth in the EBCI Family Safety Program, the Director of the EBCI Human Services Division, in collaboration with legally responsible persons shall make the decision in consultation with the child's care team.

further guidance following additional operational planning but prior to release of the CFSP Request for Proposals (RFP).

Continuation of Coverage
Children and youth who leave foster care and maintain Medicaid eligibility will have the option to remain in the CFSP for at least 12 months following the transition from foster care. Likewise, Medicaid-enrolled parents, guardians, and custodians, as well as minor siblings, of these children and youth will remain eligible for CFSP enrollment provided their child/sibling remains eligible for the CFSP. The purpose of continuing eligibility for a year beyond the child/youth's transition is to promote continuity of care, support reunification and other permanency planning efforts, and help address additional challenges that children and youth may experience after leaving foster care.[18]

VI. Benefits

The CFSP will cover a comprehensive array of Medicaid- and NC Health Choice-covered physical and behavioral health benefits, including all services that will be covered by Standard Plans[19] in addition to the majority of Tailored Plan services.[20] Covered benefits include early and periodic screening, diagnostic and treatment (EPSDT) services —including honoring EBCI Tribal EPSDT definitions, 1915(i) Home and Community Based Services, and a broad range of behavioral health services, including outpatient, inpatient, crisis, therapeutic residential options for children (including therapeutic foster care and Psychiatric Residential Treatment Facility (PRTF)), and SUD treatment services.[21]

Individuals otherwise eligible for the CFSP who are on the Innovations or Traumatic Brain Injury (TBI) waiver,[22] served by intermediate care facilities for individuals with intellectual disabilities (ICF-IID) or TRACK at Murdoch Center, eligible for North Carolina Transitions to Community Living (TCL), or need State-funded (behavioral health, I/DD or TBI) services will not be able to access those services through the CFSP and, instead, will be required to enroll in a Tailored Plan to access those and all other Medicaid- and NC Health Choice-covered services, as appropriate.[23] In addition to the current benefits package, the CFSP, with Department approval, may also offer in lieu of services[24] and value-added services[25] to address the needs of the CFSP's members.

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[18] Children in the former foster care eligibility group up to age 26 will be able to stay in the CFSP for as long as they remain enrolled under that Medicaid Eligibility Group.

[19] Details on the Standard Plan medical and behavioral health benefits package can be found in NCDHHS' RFP for Medicaid Managed Care Prepaid Health Plans, Section V.C. Benefits and Care Management.

[20] See Appendix for more details on services covered by Standard Plans, Tailored Plans, and the CFSP.

[21] Per G.S. 108A-70.21, NC Health Choice-enrolled children receive benefits that are equivalent to those provided for dependents under North Carolina's Medicaid program except for long-term care services, non-emergency medical transportation, and Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefits.

[22] Individuals eligible for the CFSP who are also on the TBI or I/DD waiver waitlist may be served by the CFSP until the time when a waiver slot becomes available.

[23] As of January 2021, approximately 7,000 individuals—23% of children in foster care or receiving adoption assistance—met Tailored Plan eligibility criteria; as of SFY 2018, 105 children in foster care were on the Innovations waiver. Tailored Plans will be required to ensure they can meet the needs of children in foster care who utilize those waiver services. IHS-eligible/tribal members will not be required to enroll in Tailored Plans to access such services.

[24] In lieu of services are services or settings that are not covered under the North Carolina Medicaid State Plan but are a medically appropriate, cost-effective alternative services.

[25] Value-added services are services, delivered at the CFSP's discretion, outside of the Medicaid managed care benefit plan that are designed to improve quality and health outcomes, and/or reduce costs by reducing the need for more expensive care.

VII. CFSP Care Management

Seamless and coordinated care management is one of NCDHHS' highest priorities for members of the CFSP. Care management that places individuals and families with complex needs at the center of a multidisciplinary care team, facilitated by a dedicated care manager, has been shown to improve individuals' health by enhancing coordination of care and helping beneficiaries and caregivers more effectively manage health conditions.[26,27,28] Stakeholders were generally supportive of the originally proposed care management design and provided input to further refine and improve the already robust care management approach. As described in further detail below, the CFSP will provide care management to all members enrolled in the Plan.[29] NCDHHS will refine the CFSP's care management model to ensure it meets the needs of parents and siblings of children/youth in foster care and families receiving CPS In-Home services and communicate updates in a future policy paper.

Care Management Approach

All CFSP members will have access to robust care management directed by the CFSP. Under the CFSP care management model, the CFSP will serve as the central point of accountability for managing the health of members and ensuring access to needed physical and behavioral health services, as well as health-related services, regardless of geographic location or type of transition the member is experiencing. The CFSP will assign each member to a care manager who will be required to coordinate closely with each member's primary care provider (PCP), and, as appropriate, assigned County Child Welfare worker, EBCI Family Safety Program staff, CIHA Care Team, family members, and guardians to manage the member's health care needs throughout their time enrolled in the CFSP.

NCDHHS expects that successful care management will necessitate close coordination with each member's providers and believes that a plan-based care management model with statewide reach will best facilitate continuity of care during changes in placements. Several stakeholders advocated for a larger role for provider-based care managers in the CFSP care management model. Many noted that some community-based providers have considerable expertise working with children and families served by the child welfare system; others highlighted the value of community-based care management in connecting members with needed services and with local agencies that align with cultural humility and sensitivity. While NCDHHS believes that a plan-directed care management model will allow for more effective management of a highly mobile population and streamline coordination with County DSS offices and EBCI Family Safety Program, which are core components of the CFSP care management model, it also recognizes the considerable value of community-based care management. Accordingly, with NCDHHS' approval, the CFSP may, at its discretion, delegate care management functions to community-based entities, provided that those entities are meaningfully and increasingly integrated into the CFSP's statewide model while maintaining a seamless member experience. NCDHHS is committed to working with the EBCI PHHS leadership to ensure CFSP members who are served by the EBCI Family Safety Program are meaningfully served by the CFSP care management model.

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[26] Goodell, S., Berry-Millett, R., and T. S. Bodenheimer. 2009. Care Management of Patients with Complex Health Care Needs. Synth. Proj. Res. Synth. Rep. (19).

[27] Long P. V., Abrams M., Milstein A., et al. Effective Care for High-Need Patients, Opportunities for Improving Outcomes, Value, and Health. National Academy of Medicine; 2018.

[28] Hasselman, D. Super-Utilizer Summit: Common Themes from Innovative Complex Care Management Programs. October 2013.

[29] All CFSP members are eligible for CFSP care management, except for members participating in services that are duplicative of CFSP care management, including members obtaining Assertive Community Treatment (ACT) and members participating in the High-Fidelity Wraparound program.

Delivery of Whole-Person, Integrated Care

The CFSP will be responsible for the comprehensive management of each member's physical health, behavioral health, pharmacy, LTSS, I/DD, and unmet health-related needs across health care settings and placements, including through transitions such as permanency planning, reunification and transitioning out of DSS custody. The CFSP will be required to develop a methodology for stratifying its members to align the intensity of care management with each member's level of need. Based on stakeholder feedback, NCDHHS will establish care manager caseload requirements to ensure sufficient staffing levels. NCDHHS agrees with stakeholders that establishing reasonable caseload ratios is likely to promote a more robust care management staffing model and intends to establish minimum ratios necessary for the CFSP to fully deliver on all elements of this care management model.

As part of the core care management functions, care managers will conduct a comprehensive assessment for each member and use the results to develop a care plan (for members without I/DD and TBI needs) or an Individual Support Plan (ISP) (for members with I/DD and TBI needs). The care plan/ISP will provide a blueprint for ongoing care management and include the member's health, social, emotional, educational and other service needs and relevant permanency planning information from the member's assigned County Child Welfare worker or EBCI Family Safety Program staff as applicable, among other elements. NCDHHS will set standards outlining the timelines that the CFSP must meet for administering comprehensive care management assessments and developing each member's care plan/ISP; the required timelines will differ for members identified as high-risk compared to members not identified as high-risk. Delivery of the comprehensive assessment and development of the care plan/ISP must be accelerated, as needed, to manage members' urgent needs/crises.

Many stakeholders emphasized the importance of ensuring that care managers take all needed steps to promptly connect members, when needed, to comprehensive clinical assessments and all recommended services and supports, including residential treatment programs, therapeutic foster care settings, and behavioral health crisis services. The CFSP will be expected to develop mature network capacity to ensure timely access across all required services; Department service level expectations will require the CFSP to closely monitor and escalate existing or developing gaps in service coverage. The CFSP will also be required to provide 24/7 support during emergencies or behavioral health crises, including working with County Child Welfare workers (or EBCI Family Support Services representatives) to secure immediate treatment services, as needed.

The care manager will also be responsible for establishing a multidisciplinary care team for each member. For children, this multidisciplinary care team might include but is not limited to the member, the member's assigned care manager, parent(s), guardian(s), or custodian(s) (as appropriate), the County Child Welfare worker and the member's PCP.[30] For adults, the multidisciplinary team might include but is not limited to the member's assigned care manager, the County Child Welfare worker, and the member's PCP.[31] The care manager will be responsible for convening the care team on a regular basis (no less than twice per year, and more often, as appropriate) and will share the care plan/ISP with the member's care team and other representatives, as appropriate, to support delivery of the member's needed health and health-related services.

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[30] Care managers are encouraged to invite the member's other providers, including behavioral health providers, to participate in care team meetings, as appropriate. This would include the CIHA Primary Care Teams for members served by those care teams.

[31] Certain requirements, such as coordination with DSS and guardians, are not applicable to former foster youth.

The CFSP will also be required to align its care management approach with the North Carolina System of Care framework that promotes family-driven, youth-guided services that support and build on individual strengths and needs while working to achieve desired outcomes.[32]

Coordination and Co-Location with County DSS

Coordination

NCDHHS believes the delivery of plan-directed care management in close coordination with County DSS offices is essential to mitigating disruptions in care and facilitating the goal of achieving the right care at the right time for all CFSP members, despite changes in foster care placements or health care settings. As such, CFSP care managers will be required to coordinate closely with each member's assigned County Child Welfare worker. For CFSP members who are served by the EBCI Family Safety Program instead of DSS/County DSS offices, the CFSP will be required to coordinate with EBCI Family Safety Program staff in place of County Child Welfare workers.

As part of the collaborative care management process, CFSP care managers will regularly meet and coordinate with County Child Welfare workers to:

- Share relevant health and health-related information, as permitted, and coordinate strategies to address members' health and social needs to support and promote family preservation, permanency planning and reunification, as applicable;
- Assist with scheduling DSS-required health assessments, gathering medical records, and developing a crisis plan;
- Identify health and health-related services that are necessary to support family preservation for families receiving CPS In-Home Services and reunification or other permanency planning efforts for children in foster care and their families; and
- Obtain consent for treatment of certain health care conditions from a member's parent(s), guardian(s), or custodian(s), unless there are restrictions regarding such communication (e.g., termination of parental rights or court order restricting communication) in accordance with applicable North Carolina state law.[33,34]

Co-location

To support coordination between CFSP care managers and County Child Welfare workers, NCDHHS intends to require the CFSP to physically co-locate a portion of care managers across North Carolina's network of County DSS offices, taking into account the State's mix of urban and rural geography and

[32] The core System of Care's elements are: (1) family-driven, youth-guided services; (2) interagency collaboration; (3) service coordination through a single facilitator; (4) individualized, strength- based, trauma-informed/resilience development approach; (5) culturally and linguistically competent care; (6) evidence-based or informed services provided in a home or community setting; and (7) family and youth involvement in regional and state policy development, implementation, and evaluation. More information on the System of Care approach is available here.

[33] North Carolina General Statute § 7B-505.1, 7B-600(a), 7B-903(e), and 7B-903.1(a).

[34] The CFSP will abide by the applicable EBCI Tribal Codes; NCDHHS will continue to consult with the EBCI regarding specific details for these collaborative efforts and the identification of tribal codes.

availability of physical office space.[35] This requirement aligns with feedback that NCDHHS received from a survey it undertook in collaboration with the North Carolina Association of County Directors of Social Services (NCACDSS) Executive Team in August 2021 which found more than half of County DSS offices interested in the co-location model. In addition, NCDHHS will require the CFSP to have dedicated DSS Liaisons who are responsible for understanding the scope of services/programs coordination through County DSS offices, addressing issues where County Child Welfare workers are seeking to coordinate with care managers, and serving as a primary contact to triage and escalate member-specific issues or other questions. NCDHHS acknowledges that there is considerable work to be done to effectively operationalize this model. Prior to the CFSP's launch, NCDHHS plans to facilitate a collaborative operational planning process between state DSS leadership, County DSS staff, NCACDSS, NC Medicaid and other stakeholders (as appropriate). NCDHHS plans to release additional operational guidance based on these discussions.

In addition, stakeholders encouraged NCDHHS to establish a centralized platform for secure, bi-directional sharing of key member data between the CFSP and County DSS offices. NCDHHS recognizes the importance of streamlined data sharing and plans to engage with the CFSP and state and County DSS on developing processes that work for care managers as well as County Child Welfare workers.

Continuity of Care and Coordination During Transitions

Transitions between managed care plans and clinical settings (e.g., following a discharge from a hospital, crisis, residential or institutional setting) are often a challenging time for individuals and can disrupt necessary care. Stability and continuity of care are especially critical during these transitions for children and families served by the child welfare system. Therefore, in addition to conducting ongoing care management to address the member's needs as outlined in the care plan/ISP, care managers will provide transitional care management during care transitions (including assisting individuals with transitioning from congregate or other intensive treatment settings to a foster care home or other community placement).

Stakeholders were supportive of requiring the CFSP to ensure the continuity of care for all members in an active course of treatment for a chronic or acute physical or behavioral health condition as members transition from NC Medicaid Direct to the CFSP or from one health plan to another health plan. As proposed in the original design, the care manager will notify the County Child Welfare worker or EBCI Family Support Safety Program staff, as appropriate, and parents(s), guardians(s) and custodian(s), as appropriate, of a change in health plan and assist in selecting a new PCP, if necessary. To support members transitioning from treatment settings, CFSP care managers will be required to connect with the member before and after discharge, conduct discharge planning, facilitate clinical handoffs and arrange for medication management following discharge from a hospital or institutional setting or following an Emergency Department visit.

Consistent with the initial design, the CFSP will be required to provide in-reach, transition, and diversion

[35] CFSP care managers will not be required to co-locate with EBCI Family Support Service offices; however, co-location may be permissible at the discretion of the EBCI Tribe,

services to certain members.[36,37] The goal of in-reach and transition services is to identify and engage members who may be able to have their needs met in the community and ensure the availability of appropriate services and supports for such members following discharge to the community. As part of the diversion activities, the CFSP will assess members at risk of admission to an institutional setting for eligibility for community-based services and supports including supportive housing, if needed; provide member education on the choice to remain in the community; and facilitate linkages to community-based and other support services for which the member is eligible.

Support for Members Transitioning Out of the Child Welfare System or Out of the CFSP

Maintaining continuity of care when transitioning out of the child welfare system can be challenging to navigate for many individuals, including children/youth who are reunified or achieve an alternate permanency plan, youth who reach the age of emancipation, and former foster youth who may lose Medicaid eligibility upon turning 26.[38] However, these transitions may be especially difficult for the young adult population who are more likely to lack the social and emotional supports needed to facilitate a successful transition to self-sufficiency and navigate their own health care needs. The CFSP's care management model builds in support to address these high-risk transition periods. Stakeholders were very supportive of providing targeted supports to members transitioning to adulthood. Care managers will facilitate robust transition planning both for members aging out of the child welfare system and those at risk of losing Medicaid eligibility. The care managers supporting these members will be required to have expertise in the systems and tools that are fundamental to the transition to adulthood, including independent living skills (e.g., accessing food and transportation), post-high school education, housing and employment options, self-advocacy, health insurance coverage options after Medicaid eligibility ends and building natural supports.

For CFSP members leaving the child welfare system, care managers will collaborate with County Child Welfare workers as needed in the development of the DSS-required transitional living plan and 90-day transition plan. Care managers will identify key health-related resources and supports necessary to achieving the member's health care goals. The CFSP will also be responsible for developing a Health Passport for each member as a supplement to the 90-day transition plan. The Health Passport is a document, available electronically and in paper formats, that will contain critical health care-related information, such as upcoming scheduled visits, prescribed medications and the member's medical records.

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[36] The following CFSP members will be eligible for CFSP-based in-reach and transition services: 1) Members residing in a state psychiatric hospital who are not determined eligible for the North Carolina Transitions to Community Living (TCL); 2) All members in a PRTF; and 3) All members in Residential Levels II/Program Type III, and IV as defined in NCDHHS' Clinical Coverage Policy 8-D-2. Members determined eligible for TCL and those with an SMI residing in an ACH who are also eligible for the Tailored Plan will be enrolled in and receive in-reach and transition services from a Tailored Plan.

[37] Members eligible for diversion activities include those meeting the following criteria: 1) Have transitioned from an institutional or correctional setting, or an Adult Care Home for adult members, within the previous six months; 2) Are seeking entry into an institutional setting; or Adult Care Home; PRTF; or Residential Treatment Levels II/Program Type, III, and IV; 3) Meet one of the following additional criteria for members with I/DD and TBI: a) Member has an aging caregiver who may be unable to provide the member their required interventions; b) Member's caregiver is in fragile health, which may include but is not limited to member caregivers who have been hospitalized in the previous 12 to 18 months, diagnosed with a terminal illness, or have an ongoing health issue that is not managed well (e.g., diabetes, heart condition, etc.); c) Member with two parents or guardians if one of those parents/guardians dies; d) Any other indications that a member's caregiver may be unable to provide the member their required interventions; or e) member is a child or youth with complex behavioral health needs.

[38] Former foster youth under age 26 who aged out of the child welfare system outside of North Carolina remain eligible for Medicaid coverage until they reach the age of 21; former foster youth under age 26 who aged out of the child welfare system in North Carolina until they reach the age of 26.

For former foster youth aging out of the former foster youth categorical Medicaid eligibility group, care managers also must educate members about alternative insurance options available to them (e.g., Marketplace/Qualified Health Plan (QHP) coverage, applicable EBCI tribal programs/funding options, etc.) and assist them in signing up if desired. The CFSP care managers also must make plans for transitioning all ongoing health care services and medications. The Health Passport for these members must also include a list of health care resources available to members regardless of insurance status.

Comprehensive Medication Management Services

Children and youth currently and formerly served by the child welfare system often face disruptions to their medication regimens due to frequent changes in placements and care. As such, the CFSP will be responsible for ensuring all members receive robust medication management. This will include, at minimum, leveraging CFSP care managers and members' physicians to ensure members have access to needed medications on an ongoing basis and during transitions (including placement changes), closely monitoring potentially dangerous aspects of each member's regimen, and ensuring close coordination with the County Child Welfare worker. The CFSP will be required to ensure medication management is delivered in accordance with recognized professional guidelines, such as "Best Practices for Medication Management for Children & Adolescents in Foster Care" from the North Carolina Pediatric Society/Fostering Health NC.[39]

In addition, the CFSP will be required to closely monitor members prescribed psychotropic medications. Children and youth in foster care are prescribed psychotropic drugs at disproportionately higher rates than the general population, putting them at greater risk of potential overuse.[40] For members prescribed psychotropic medications, care managers will be required to work closely with CFSP psychiatrists and pharmacists to ensure the delivery of clinically appropriate metabolic monitoring (in addition to ensuring access and monitoring potential interactions, as described above).

Primary Care Providers and CFSP Care Management

NCDHHS recognizes Primary Care Providers (PCPs) are an essential part of the care team and is committed to engaging them in the delivery of integrated, whole-person care for all members. To achieve this goal, the CFSP will make additional payments to Advanced Medical Home (AMH) practices that provide primary care services to CFSP members.[41] The initial design of the CFSP outlined that, in order to receive these additional payments, AMHs will be required to meet an enhanced set of medical home requirements (beyond the base Carolina ACCESS requirements for PCPs) for children and youth in foster care, children receiving adoption assistance and former foster youth under age 26, including:

- Coordinating with the member's assigned CFSP care manager and/or County Child Welfare worker, as appropriate;
- Scheduling and conducting follow-up well visits in accordance with the American Academy of Pediatrics Health Care Standards for children in foster care;

[39] Id.

[40] "Best Practices for Medication Management for Children & Adolescents in Foster Care" from the North Carolina Pediatric Society/Fostering Health NC are available here.

[41] Advanced Medical Homes (AMHs) are state-designated primary care practices that have attested to meeting standards necessary to provide local care management services. More information about AMHs is available here.

- Conducting the recommended developmental, behavioral, psychosocial and other screenings as appropriate based on age and the member's clinical condition;
- Completing DSS-required health assessment forms.

NCDHHS will conduct additional design work to determine what, if any, additional requirements AMH practices that provide primary care services to CFSP-enrolled family members of children in foster care and families receiving CPS In-Home Services must meet to receive an additional payment. NCDHHS will release additional guidance on this.

To ensure coordination across the health continuum, Medicaid-enrolled providers involved in the member's care, including PCPs, behavioral health, TBI and I/DD providers, will be eligible to receive reimbursement from the CFSP for participating in care team meetings with the CFSP care managers.

Healthy Opportunities: An Initiative to Address Unmet Health-Related Needs

North Carolina has made a key priority of optimizing health and well-being by bridging the health care system and local community resources to address all factors that impact health. In collaboration with NCDHHS' Healthy Opportunities initiative, the CFSP will be responsible for addressing four priority domains: 1) housing, 2) food, 3) transportation, and 4) interpersonal violence/toxic stress. The CFSP will also be responsible for implementing the Healthy Opportunities Pilot program for its Pilot-eligible members, in accordance with Department requirements.[42] Integrating with the Healthy Opportunities initiative will be especially critical to former foster youth under age 26 navigating the challenges of young adulthood; parents, guardians and custodians whose children are in the custody of DSS or EBCI Family Safety Program, and families who are receiving CPS In-Home services.

VIII. Provider Network & Payment

Provider Network

The CFSP will be required to develop and maintain a robust network of physical health, behavioral health, I/DD and LTSS providers across the State to meet the needs of all members statewide. To that end, the CFSP must meet network adequacy standards. These standards generally align with the Standard Plan and Tailored Plan time and distance requirements, amended in certain instances to meet minimum statewide contracting standards in place of regional standards set forth in the Standard Plan and Tailored Plan contracts for certain provider types.[43]

Based on stakeholder feedback, NCDHHS will update the CFSP's provider contracting design. The CFSP will have an "any willing provider"[44] network for all services *except* intensive in-home services, multisystemic therapy, residential treatment services and PRTFs.[45] NCDHHS believes this revised approach balances shared goals of providing members with provider choice while ensuring the delivery of high-quality services.

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[42] More information about the Healthy Opportunities Pilots is available here.

[43] This also includes following the Tribal Managed Care Addendum, the Tribal Payment Policy and adherence to tribal exceptions for licensure and other provider requirements.

[44] "Any willing provider" means that the CFSP must accept into its network any provider that is Medicaid or NC Health Choice-enrolled, meets certain quality standards, and agrees to the CFSP's network rates.

[45] Subject to legislative authority.

In addition, stakeholders sought to ensure that the CFSP maximizes timely access to critical behavioral health services to help avoid long waits for services and placements in inappropriate settings while awaiting treatment. To ensure sufficient availability of in-network providers for key behavioral health services, the CFSP may be required to contract with a minimum percentage of certain providers statewide, such as a minimum percentage of residential treatment service providers, PRTFs, and crisis service facilities.[46] The CFSP contract will also include a detailed table outlining the wait time standards for behavioral health services.

To ensure continuity of care, NCDHHS will require the CFSP to make a good-faith effort to contract with an out-of-network provider who is treating a member with an ongoing special condition or an ongoing course of treatment and transitioning to the CFSP from another plan or NC Medicaid Direct. During this transitional period, the CSFP will work to either onboard the provider into its network or safely transition the member to an existing in-network provider.

As had been proposed initially, the CFSP will implement a strong monitoring program to ensure providers are meeting member needs and program requirements. Consistent with Standard Plan and Tailored Plan requirements, the CFSP will employ a Tribal Provider Contracting Specialist who will be accountable for developing tribal provider networks. In addition, the CFSP will be responsible for developing a network that includes providers representative of historically marginalized populations and ensuring network providers receive training on trauma-informed care and adverse childhood events (ACEs) to understand the needs of the population served by the Plan.

Provider Payment

As originally designed, the CFSP will be subject to requirements for provider payments consistent with Standard Plans and Tailored Plans, including rate floor requirements for in-network physicians, physician extenders, pharmacies (dispensing fees), essential providers,[47] hospitals[48] and nursing facilities and additional utilization-based payments for certain in-network providers (e.g., local health departments, public ambulance providers). With the exception of out-of-network emergency services, post-stabilization services and services during transitions of care, the CFSP will be prohibited from reimbursing an out-of-network provider more than 90% of the NC Medicaid Direct rate if the CFSP has made a good faith effort to contract with a provider but the provider has refused that contract. Out-of-network providers for emergency services, post-stabilization services and services during transitions of care will be reimbursed at 100% of the NC Medicaid Direct rate.

IX. Accountability for Quality

NCDHHS will establish a common set of quality measures to ensure the CFSP's accountability to NCDHHS. All quality measures for the CFSP will align with and build on NCDHHS' Quality Strategy, which will be updated to include the CFSP, and which primarily emphasizes outcomes for beneficiaries over process measures. The proposed quality measures prioritize medical needs and experiences that are significant in the CFSP population.

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[46] NCDHHS is working to determine the operational feasibility of this potential contract requirement.

[47] Essential Providers include federally qualified health centers, rural health centers, free clinics, local health departments, and any other providers as designated by NCDHHS. Section 5.(13) of Session Law 2015-245.

[48] Hospital rate floors are time-limited.

Stakeholders highlighted several important considerations, including the desire to measure how the CFSP serves families as a unit and the need to monitor the extent to which providers are accepting new referrals for children and youth served by the CFSP. In response to stakeholder feedback, NCDHHS is adding two quality measures to assess the proportion of providers accepting new referrals for children and youth enrolled in the CFSP. Stakeholders also recommended capturing metrics that seek to measure the risk of trafficking, placement stability and participation of parents, guardians, or custodians in care planning while in DSS/EBCI Family Safety Program custody. Given the nature and limitations of quality measures, NCDHHS will explore the entity or agency that is best positioned to capture additional measures related to these and other family-based outcomes.

Like with Standard Plans, Tailored Plans and EBCI Tribal Option, the CFSP will be required to report measures against a set of stratification criteria that will include race and ethnicity, geography, age and gender, where appropriate and feasible for many of the quality measures. Through the quality improvement process, NCDHHS will review the CFSP's stratified performance on measures and require the CFSP to identify and implement interventions to reduce any health and quality outcome disparities observed.

As part of the CFSP's overarching quality strategy, the CFSP will be required to complete at least three performance improvement projects (PIPs) each coverage year, with a minimum of one under each of the following three categories: 1) non-clinical, 2) clinical, and 3) transitions and continuity of care for children and youth served by the child welfare system. For its clinical PIP(s), the CFSP must consider how innovative use of care management can contribute to clinical performance improvement. NCDHHS will conduct oversight and monitoring of the CFSP and will convene monthly meetings with the Plan quality director to discuss opportunities for performance improvement.

In light of the CFSP eligibility expansion to families of children/youth in foster care and families receiving CPS In-Home Services, NCDHHS will revisit the CFSP's overall quality design to determine whether new requirements are needed to assess the quality of service delivery to these additional populations.

X. Timing & Next Steps

NCDHHS welcomes feedback from stakeholders as it continues to refine the CFSP design. Given the expansion of the CFSP eligibility and related needed systems changes, the procurement and implementation preparation timeline for the CFSP has been revised to the following:

- **Release CFSP Request for Proposals (RFP)**[49]**:** Summer 2022
- **Award CFSP Contract:** Fall 2022
- **Implementation Planning for CFSP Launch:** Fall 2022 – Winter 2023
- **Launch CFSP:** By December 2023

Stakeholders are welcome to submit feedback and recommendations to NCDHHS at Medicaid.NCEngagement@dhhs.nc.gov. Input received by March 4, 2022, will inform the CFSP design prior to finalizing the RFP. NCDHHS intends to issue another paper to outline additional CFSP design decisions made prior to the RFP's release.

[49] NCDHHS will procure a single statewide CFSP that operates and delivers services statewide. Only Standard Plans and Tailored Plans will be eligible to bid on the CFSP.

Appendix: Benefits Covered by Standard Plans, Tailored Plans, and the CFSP[50]

In addition to the behavioral health services identified below, the CFSP also will cover all Medicaid and NC Health Choice State Plan physical health, pharmacy, and LTSS services.

BH, I/DD, and TBI Services Covered by Standard Plans, Tailored Plans, and the CFSP	BH, I/DD and TBI Services Covered by Tailored Plans and the CFSP	BH, I/DD and TBI Services Covered Exclusively by Tailored Plans (or LME/MCOs Prior To Launch)
Enhanced BH services are *italicized*		
State Plan BH and I/DD Services • Inpatient BH services • Outpatient BH emergency room services • Outpatient BH services provided by direct-enrolled providers • Psychological services in health departments and school-based health centers sponsored by health departments • Peer supports • *Partial hospitalization* • *Mobile crisis management* • *Facility-based crisis services for children and adolescents* • *Professional treatment services in facility-based crisis program* • *Outpatient opioid treatment*[51] • *Ambulatory detoxification* • Research-based BH treatment for Autism Spectrum Disorder (ASD) • *Diagnostic assessment* • *Non-hospital medical detoxification* • *Medically supervised or alcohol and drug abuse treatment center*	**State Plan BH and I/DD Services** • *Residential treatment services* • *Child and adolescent day treatment services* • *Intensive in-home services* • *Multi-systemic therapy services* • *Psychiatric residential treatment facilities (PRTFs)* • *Assertive community treatment (ACT)* • *Community support team (CST)*[52] • *Psychosocial rehabilitation* • *Substance abuse non-medical community residential treatment* • *Substance abuse medically monitored residential treatment* • *Substance abuse intensive outpatient program (SAIOP)*	**State Plan BH and I/DD Services** • Intermediate care facilities for individuals with intellectual disabilities (ICF-IID) **Waiver Services** • Innovations waiver services • TBI waiver services **State-funded Services**[53] **Respite services through TRACK at Murdoch**

[50] Standard Plans, Tailored Plans, and the CFSP will cover all services in the NC Medicaid and NC Health Choice State Plans with the exception of services carved out of Medicaid Managed Care under Section 4.(4) of Session Law 2015-245, as amended; as specified in 42 C.F.R. § 438.210. Per G.S. 108A-70.21, NC Health Choice-enrolled children receive benefits that are equivalent to those provided for dependents under North Carolina's Medicaid program except for long-term care services, non-emergency medical transportation, and Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefits.

[51] CFSP will also be required to cover Office-Based Opioid Treatment (OBOT) services.

[52] CST includes tenancy supports.

[53] Members requiring State-funded services will need to transfer to a Tailored Plan to access those services.

BH, I/DD, and TBI Services Covered by Standard Plans, Tailored Plans, and the CFSP	BH, I/DD and TBI Services Covered by Tailored Plans and the CFSP	BH, I/DD and TBI Services Covered Exclusively by Tailored Plans (or LME/MCOs Prior To Launch)
Enhanced BH services are *italicized*		
(ADATC) detoxification crisis stabilization • Early and periodic screening, diagnostic and treatment (EPSDT) services	• *Substance abuse comprehensive outpatient treatment program (SACOT)*	

DocuSign Envelope ID: 6E8C5C03-5A2A-4B6A-8AD3-15779F4777B5

March 4, 2022

VIA ELECTRONIC MAIL ONLY (dave.richard@dhhs.nc.gov)
Dave Richard, Deputy Secretary
NC Medicaid, Division of Health Benefits
NC Department of Health and Human Services
1985 Umstead Drive, Kirby Building
2501 Mail Service Center
Raleigh, NC 27699-2501

RE: Child and Families Specialty Plan Policy Paper

Dear Mr. Richard:

On behalf of the six North Carolina LME/MCOs (Alliance Health, Eastpointe, Partners Health Management, Sandhills Center, Trillium Health Resources, and Vaya Health), please accept this preliminary feedback on the February 18, 2022 Policy Paper for the proposed Child and Families Specialty Plan (CFSP) issued by the NC Department of Health and Human Services. The changing parameters of the CFSP population, combined with the statewide (rather than regional) approach, have raised serious concerns for the sustainability of Behavioral Health and I/DD Tailored Plans, the timing of the proposed RFP, disruption of efforts currently underway by LME/MCOs to improve the system for this population, and the effectiveness of a statewide plan. The concerns are significant enough that we believe a joint response is necessary and are therefore requesting additional time to fully evaluate the ramifications of the latest proposal and provide a more thoughtful, detailed response to the Department. While the concepts of the CFSP plan have been discussed in various forums, we have received questions and concerns from our local counties and DSS partners and would like the opportunity to ensure that our Boards of Directors, County Commissioner Advisory Boards, Consumer and Family Advisory Committees, and boards of county commissioners for our constituent counties fully understand the long-term impact on their communities and can provide additional feedback directly to the Department.

Our initial concerns are as follows:

1) LME/MCOs are engaged in a variety of ongoing, resource-intensive network development efforts to continually improve the service system and be responsive to concerns from our partnering local departments of social services. Moving this expanded population outside the scope of our responsibility raises the immediate question as to whether we should continue to engage in these efforts or direct our limited resources toward the populations that will remain within our scope through the Tailored Plans.
2) There is no one-size-fits-all statewide approach that will solve the differing needs of our communities. A regional approach that aligns with the existing LME/MCO catchment areas would respect county choice and support the herculean efforts that have been made over the last six months to stabilize county alignment. We believe that the services and experience that are critical to this population are at the core of the Tailored Plans and minimally the membership should reside with the Tailored Plans during the initial CFSP contract term.
3) Based on the current description of the proposed population and recent expansion of eligibility, our initial estimates indicate this could have a significant and substantial impact on the overall Tailored Plan membership. We would need more detail from the Department to better understand the potential impact and evaluate

whether Tailored Plans can remain actuarially sound and financially viable if our membership decreases at these rates.

4) Adding a new statewide plan will create administrative burden for providers and extra overhead costs for the State of North Carolina. The LME/MCOs are fully committed to reducing provider burden by ensuring standardization and consistency across all three health plan products (Tailored Plan, Medicaid Direct, and CFSP). In fact, we are already engaged in this standardization effort today as we begin to lift Medicaid Direct in response to the Department's latest expectation. We are also committed to ensuring that each regional CFSP would have a statewide network. Standard Plan benefit packages do not currently include all the services covered by the CFSP and they would be required to build this network in a relatively short time. In contrast, providers are already contracted with us for the array of services to be covered under the CFSP and we can leverage these existing relationships to meet requirements with minimal burden to providers. Most of the LME/MCOs already have a robust statewide network for child and adolescent services because we have foster care members residing in all 100 North Carolina counties. We are also in the final stages of recruiting and contracting statewide provider networks to meet the needs of the Tailored Plan population. Finally, we can continue to develop and build on the existing efforts underway to expand access to care and improve the child and youth treatment continuum in our newly realigned regions (as referenced in paragraph #1) in partnership with our county stakeholders
5) The current pathway and timeframes for the proposed RFP process are unrealistic and create an unlevel playing field as contemplated. The LME/MCOs will be in the most important stages of readiness for both the Tailored Plans and Medicaid Direct during the summer and fall of 2022. Should the Department continue as planned with Standard Plans eligible to apply, the process becomes biased against the LME/MCOs in being able to devote the requisite time and resources to a competitive response. Such a procurement process would greatly favor the commercial plans. Leveraging existing administrative infrastructure and care management staffing through a regional approach will be more efficient and cost-effective. The timeline for implementation also jeopardizes successful implementation of the CFSP, and risks destabilizing the transitioning Tailored Plans before they even get off the ground. More importantly, it could negatively impact access to and continuity of care for a highly complex population, one which deserves a well thought out, comprehensive, and stable approach that takes into account the differing needs of our local communities.

Again, this is only intended to be an initial response, which will be supported by a more in-depth analysis that we will provide to the Department. We appreciate all the work and effort that has gone into developing a specialized health plan to meet the needs of children and families involved with DSS and agree with the overall goals of the plan. Please know that we are all committed to meeting the needs of this population individually and in collaboration with county Departments of Social Services and other important stakeholders. Thank you in advance for your anticipated flexibility related to our request.

Sincerely,

DocuSigned by:
Rob Robinson
75BEC192365E4D7...
Rob Robinson, CEO, Alliance Health

DocuSigned by:
Sarah Stroud
5EA6AD3482524F3...
Sarah Stroud, CEO, Eastpointe

DocuSigned by:
Rhett Melton
AB2FAD60786F4A4...
Rhett Melton, CEO, Partners Behavioral Health Management

DocuSigned by:
Anthony Ward
BA8316224BCB4B1...
Victoria Whitt, CEO, Sandhills Center

DocuSigned by:
Joy Futrell
4819DB0EE7ED4B8...
Joy Futrell, CEO, Trillium Health Resources

DocuSigned by:
Brian Ingraham
1E0d0286658484E9...
Brian Ingraham, CEO, Vaya Health

CC: Medicaid.NCEngagement@dhhs.nc.gov

VAYAHEALTH

Granville County

PROMISES MADE
PROMISES KEPT

At Vaya Health, we are committed to meeting local needs through regular, on-the-ground collaboration with county partners, with real-time decision-making and consistent follow-through.

Since our January 1, 2022 merger, we have focused our efforts on local county commitments and next steps, summarized in this publication. If you have questions or need further information, please contact your Community Relations representative or the Vice President of Community Relations.



Community Relations Regional Director:
Elliot Clark
Elliot.clark@vayahealth.com
919-608-7894

Vice President of Community Relations:
Brian Shuping
brian.shuping@vayahealth.com
828-443-0797



PROMISES MADE
PROMISES KEPT

May 2022

Assign a regional director (member of Vaya leadership) to county	Elliot Clark will serve as Granville County's dedicated Vaya Health leader.	✓
Establish a comprehensive care (walk-in) center in county	Provider identified; team currently focused on site identification and budget closure.	
Embed care manager at Granville County DSS	Position filled; start date April 25th.	✓
Single Point Assessment kick-off & embedded assessor	Single Point Assessment complete and operational.	✓
Establish full continuum of services for youth involved with DSS	Full continuum of services established and available.	✓
Begin Vaya's engagement with local community collaboratives	Community collaboratives have been inventoried, Vaya regional leaders have been assigned, and introductions have been made.	✓
Improve access to Mobile Crisis Management	Working with current provider to improve service delivery.	
Provide monthly/quarterly county-specific data	Quarterly dashboards designed; production begins July 2022.	
Participate in quarterly DSS meetings	Quarterly DSS meetings have been launched; first regional meeting was held in February 2022.	✓
Present quarterly updates to Board of Commissioners	Elliot Clark will lead quarterly updates at County Board of Commissioner meetings beginning in Spring 2022.	

Last updated: May1, 2022

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Granville County

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

To:	Board of Commissioners
From:	Barry Baker
Department:	Planning Department
Date:	June 6, 2022
Title:	**PLANNING MATTERS - LEGISLATIVE HEARING**

PURPOSE:
Planning Matters – Legislative Hearing

BACKGROUND:
Granville County Land Development Code Text Amendment Petition
AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) THAT WOULD ESTABLISH THAT OPEN SPACE ACTIVE RECREATION IN MAJOR SUBDIVISIONS DO NOT INTERFERE WITH NEIGHBORHOOD CHARACTER AND DO NOT INCREASE TRAFFIC VOLUMES ON ROADWAYS, ESTABLISH THAT ALL MAJOR SUBDIVISIONS SHALL SET ASIDE 10% OF THE MAJOR SUBDIVISION FOR OPEN SPACE ACTIVE RECREATION, ESTABLISH THAT MAJOR SUBDIVISION DEVELOPERS SHALL PROVIDE FUNDS TO THE COUNTY WHEREBY THE COUNTY MAY ACQUIRE PUBLIC RECREATION AND PARK LAND OR AREAS TO SERVE THE DEVELOPMENT OR SUBDIVISION IN THE IMMEDIATE AREA. THE PUBLIC HEARING WILL ALSO INCLUDE THE ESTABLISHMENT OF A RECREATION FEE OF $500 PER LOT MADE PAYABLE TO THE COUNTY AT THE TIME OF MAJOR FINAL SUBDIVISION PLAT APPROVAL.

Please note that the North Carolina General Assembly enacted Planning legislation concerning Governing Body statements pertaining to plan consistency about zoning text amendments (N.C.G.S. 153A-341). In that regard, the Commissioners may accept the Planning Board's plan consistency statement as their own, or the Commissioners may prepare a different statement. The Commissioners must adopt a plan consistency statement prior to action on the zoning text amendment.

Attachments include: (1) Copy of proposed text amendment petition and language; (2) Copy of Planning Board Written Consistency Statement regarding the proposed amendment; (3) Unapproved minute excerpts for agenda item from the May 19, 2022 Planning Board meetings; and, (4) Section 32-1307 (e)(1) of the Land Development Code – Definition of Active Recreation.

RECOMMENDATION:
The Granville County Planning Board (7-0) recommended approval of the land development code text amendment with a revision and the proposed recreation fee of $500 per lot made payable at final platting.

ATTACHMENTS:

PROPOSED TEXT AMENDMENT PETITION AND LANGUAGE
PLANNING BOARD WRITTEN CONSISTENCY STATEMENT REGARDING THE PROPOSED AMENDMENT
UNAPPROVED MINUTE EXCERPTS FOR AGENDA ITEM FROM THE MAY 19, 2022, PLANNING BOARD MEETING
SECTION 32-1307 (e)(1) OF THE LAND DEVELOPMENT CODE - DEFINITION OF ACTIVE RECREATION

ACTION TAKEN:

GRANVILLE COUNTY PETITION FOR LAND DEVELOPMENT CODE TEXT AMENDMENT

A. Name of Applicant: Granville County Planning Board

B. Comprehensive Plan Statement Justification (additional sheets accepted):

A strategy of the Granville County Comprehensive Land Use Plan is to "review and update developmental fees to ensure that new residential growth can contribute to the purchase and development of recreational facilities to serve new residents." As such, the proposed text amendments are consistent with the newly adopted Comprehensive Land Use Plan.

C. Proposed Land Development Code Text Amendments (additional sheets accepted):

- Amend Section 32-215 of the Granville County Land Development Code (LDC) by amending the following language (**bold** text denotes new language):

Sec. 32-215. Outdoor recreation.

(a) Outdoor recreation uses in the AR-80, AR-40, R-25 and MHPD districts are only allowed if the use will not interfere with the existing neighborhood character. Uses which will increase traffic volumes on roadways beyond the carrying capacity will not be allowed. **Open space active recreation uses required by major subdivision regulations shall be deemed to not interfere with neighborhood character and presumed not to increase traffic volumes on roadways beyond the carrying capacity.**

(b) Public and private country clubs, golf courses (excluding miniature golf courses, and par-three golf courses), and swimming clubs shall provide all buildings and swimming pools with a minimum setback of 50 feet from all exterior property lines.

- Amend Section 32-602 of the Granville County Land Development Code (LDC) by amending the following language (**bold** text denotes new language):

Sec. 32-602. Major subdivisions.

(a) A major subdivision is a subdivision of land that is not a minor subdivision meeting the standards in section 32-603 or an exception as defined in section 32-582. Major subdivisions shall be developed in conformance with division 3 of this article. **A minimum of 10% of a major subdivision shall be reserved for active recreation. Land within the subdivision site not contained in lots, streets, or utility easements, shall be in one or more parcels dedicated or reserved as permanent open space for active recreational**

uses. Open space dedication or reservation and maintenance shall be the same as found in Section 32-602 (b) (6) & (7).

(b) A cluster subdivision is an allowable major subdivision design in rural areas of the county.

(5) *Open space.*

a. *Required open space.* Land within the subdivision site not contained in lots, streets, or utility easements, shall be in one or more parcels dedicated or reserved as permanent open space. The total area of parcels dedicated or reserved as permanent open space shall make up at least 20 percent of the subdivision **with a minimum of 10% used for active recreation).**

b. *Open space use, location, and design.*

1. Open space shall be dedicated or reserved for one or more of the following uses:

   Conservation of any identifiable natural hazard areas, such as floodways or wetlands;

   Conservation and protection of identified significant natural areas, such as rare plant communities, important wildlife habitat, or other environmentally sensitive areas where development might threaten water quality of ecosystems;

   Conservation and protection of any identifiable important historic resources;

   Provision of active and/or passive outdoor recreation opportunities, either for the general public or for the subdivision residents:

   Retention of productive farmland or forestland for continued agricultural and/or forestry use; or

   Establish a conservation reservation on the remainder of the tract.

2. Highest priority for the location, design, and use of open space **(not including the required minimum 10% used for active recreation)** shall be given to conserving, and avoiding development in, any natural hazard areas on the site.

3. Open space shall contain such buildings, structures, accessways, and parking facilities as are necessary to its principal uses.

4. The location, size, character, and shape of the required open space shall be appropriate to its intended use; active recreation shall be located and designed so its users can easily access it.

- Add New Section 32-682 to the Granville County Land Development Code (LDC) by adding the following language (**bold** text denotes new language):

Sec. 32-682 Recreation and Park Development

All residential subdivisions and developments, except minor subdivisions, shall provide funds to the County whereby the County may acquire public recreation and park land or areas to serve the development or subdivision in the immediate area.

A. **The amount of such fee shall be the product of the total number of dwelling units and/or building lots located in the development or subdivision multiplied by the recreation fee as established by The Granville County Board of Commissioners.**

B. **The fee shall be paid prior to approval of a final plat for the subdivision, provided that payments may be phased in accordance with the approved phasing of the subdivision.**

C. **The County may transfer funds paid by one (1) or more subdivisions to a municipality or make arrangements for the joint County/municipal expenditure of the funds where the County determines that such transfer or arrangements would better ensure the funds will be used to acquire public recreation and park areas that will serve the recreational needs of the development and developments in the immediate area.**

D.

Applicant's Signature (or Applicant's Authorized Agent): Barry Baker, Play Director (On behalf of the Planning Board)

Date: 4-28-22

Fee Paid: N/A

Received on April 28, 2022
Kathryn C Morris
Secretary to the Planning Board

RECEIVED
APR 28 2022
GRANVILLE COUNTY DEV. SVS.

Planning Board Written Consistency Statement Regarding Amendments to the Land Development Code (LDC) that would establish that open space active recreation in major subdivisions do not interfere with neighborhood character and do not increase traffic volumes on roadways, establish that all major subdivisions shall set aside 10% of the major subdivision for open space active recreation, establish that major subdivision developers shall provide funds to the County whereby the county may acquire public recreation and park land or areas to serve the development or subdivision in the immediate area. The public hearing will also include the establishment of a recreation fee of $500 per lot made payable to the County at the time of major final subdivision plat approval.

Planning Board written consistency statement regarding the Comprehensive Land Use Plan ("the Plan") and the proposed text amendment:

A strategy of the Granville County Comprehensive Land Use Plan is to "review and update developmental fees to ensure that new residential growth can contribute to the purchase and development of recreational facilities to serve new residents." As such, the proposed text amendments are consistent with the newly adopted Comprehensive Land Use Plan.

Michael Turner

Michael Turner, Planning Board Chairman
North Carolina
Granville County

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

Witness my hand and official seal, this the 24th day of May, 2022.

(Official Seal)

KATHRYN C. MORRIS
NOTARY PUBLIC
GRANVILLE COUNTY, N.C.

Kathryn C. Morris Notary Public

My Commission expires Aug 19, 2024

EXCERPTS FROM THE UNAPPROVED PLANNING BOARD MINUTES OF MAY 19, 2022, GRANVILLE COUNTY PETITION FOR LAND DEVELOPMENT CODE TEXT AMENDMENT AND ESTABLISHMENT OF RECREATION FEE.

PUBLIC HEARING

Granville County Land Development Code Text Amendment

Chairman Turner gave the following information:

Amendments to the Land Development Code (LDC) that would establish that open space active recreation in major subdivisions do not interfere with neighborhood character and do not increase traffic volumes on roadways, establish that all major subdivisions shall set aside 10% of the major subdivision for open space active recreation, establish that major subdivision developers shall provide funds to the County whereby the county may acquire public recreation and park land or areas to serve the development or subdivision in the immediate area. The public hearing will also include the establishment of a recreation fee of $500 per lot made payable to the County at the time of major final subdivision plat approval.

Chairman Turner opened the public hearing. He then recognized Mr. Baker for further comments.

Mr. Baker stated that all public notices as required by local and state law have been accomplished for this hearing on this text amendment. This will be an amendment to the Land Development Code (LDC) that would establish that open space active recreation in major subdivisions do not interfere with neighborhood character and do not increase traffic volumes on roadways. Establish that all major subdivisions shall set aside 10% of the major subdivision for open space active recreation. Active recreation is defined in our ordinance and there is no proposal to change those definitions. Establish that major subdivision developers shall provide funds to the County whereby the county may acquire public recreation and park land or areas to serve the development or subdivision in the immediate area. The public hearing will also include the establishment of a recreation fee of $500 per lot made payable to the County at the time of major final subdivision plat approval. Subsequent to the text amendment being prepared, staff received some feedback yesterday from County Administration on Section 32-682. They recommend that the section include verbiage that the funds can be used for recreational infrastructure as well as land.

Mr. Baker gave the Staff Comments regarding the Comprehensive Plan and the application:

A strategy of the Granville County Comprehensive Land Use Plan is to "review and update developmental fees to ensure that new residential growth can contribute to the purchase and development of recreational facilities to serve new residents." As such, the proposed text amendments are consistent with the newly adopted Comprehensive Land Use Plan.

The Comprehensive Plan was adopted in late 2018 after an extensive process of public comment and stakeholder interviews including developers. In 2019 the Land Development Ordinance was updated to be consistent with the Comprehensive Plan. This amendment is a continuation of the implementation efforts of the Comprehensive Plan.

Mr. Baker stated that the Development Review Committee met on May 5, 2022 and had no comments regarding the proposed amendments.

Chairman Turner asked for additional comments or questions from Board Members.

Chairman Turner closed the public hearing.

Chairman Turner asked for a motion.

Board Member Averette made a motion for approval of the proposed text code amendment to the County Land Development Ordinance with a recommended fee of $500 per lot, made payable to the County at the time of major final subdivision plat approval. And adopt staff's recommended Written Consistency and Reasonableness regarding consistency with officially adopted plans as the Planning Boards written consistency and reasonableness statement to the Board of County Commissioners with the addition of verbiage of including fees be used for recreational infrastructure.

The motion was seconded by Board Member Tyler.

The motion passed unanimously.

Ayes: Averette, Currin, Mangum, Milstein, Nelson, Turner, Tyler
Nays: None

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

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

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

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

(d) *Indoor recreation* includes:

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

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

(e) *Outdoor recreation* includes:

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

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

(3) Picnic areas, garden plots and beaches.

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

(g) Horse shows (NAICS 711310).

(h) *Guest ranch* means a rural lodge providing overnight accommodations for transient guests seeking a vacation experience characteristic to that of a rural ranch; onsite facilities may include lodge or cabin accommodations, dining facilities, barns, dance hall and recreational facilities, including but not limited to riding rings, trails, fishing holes and swimming facilities.

(i) Children's recreational camp with accommodation facilities (NAICS 721214) means an establishment that offers trail riding, hiking and similar activities. These establishments may provide accommodation facilities, such as cabins, lodges, and fixed campsites for campers,

campers' families, and staff. These establishments also may include other amenities, such as food services, recreational facilities and equipment, gymnasiums, and organized recreational activities. These establishments may provide sports and recreation instruction. Athletic research also may be conducted as an accessory use to this land use provided such activities shall be conducted in structures which maintain a camp or lodge type external appearance.

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

Granville County

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

To: Board of Commissioners
From: Barry Baker
Department: Planning Department
Date: June 6, 2022
Title: **PLANNING MATTERS - LEGISLATIVE HEARING - APPLICATION TO REZONE PROPERTIES ON OLD HIGHWAY 75 SOUTHEAST OF OXFORD**

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

BACKGROUND:
Zoning Map Amendment (Rezoning) Petition

Z-1-2022 **Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2)**

Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2). The rezoning application encompasses 31.685 acres. The application would rezone parts of two tracts identified as Tax Map #191200340417 and Tax Map #191200331920. The other three parcels proposed for rezoning are Tax Map #191200135698, Tax Map #191200134703 and Tax Map #191200132717.

Please note that the North Carolina General Assembly has enacted Planning legislation concerning Governing Body statements pertaining to plan consistency and reasonableness and small-scale rezoning analysis in regard to zoning map amendments (rezonings) (N.C.G.S. 160D-605). In that regard, the Commissioners may accept the Planning Board's plan consistency and reasonableness statement and small-scale rezoning analysis as their own, or the Commissioners may prepare a different statement. The Commissioners must adopt a plan consistency and reasonableness statement and small-scale rezoning analysis prior to action on the zoning map amendment (rezoning).

Attachments include: (1) Copy of rezoning petition and map; (2) Written and signed Planning Board Plan Consistency and Reasonableness Statement and Small-Scale Rezoning Analysis; (3) Unapproved minute excerpts for agenda item from the May 19, 2022 Planning Board meeting; (4) Copy of the Table of Uses from the Granville County Land Development Code (LDC); (5) Copy of the Use Definitions from the LDC; and (6) Copy of zoning district vicinity map prepared by zoning staff.

RECOMMENDATION:
The Planning Board (7-0) recommended the rezoning.

ATTACHMENTS:
REZONING PETITION AND MAP
WRITTEN CONSISTENCY STATEMENT AND REASONABLENESS STATEMENT AND SMALL-SCALE REZONING ANALYSIS
UNAPPROVED MINUTE EXCERPTS FOR AGENDA ITEM FROM THE MAY 19, 2022, PLANNING BOARD MEETING
TABLE OF USES FROM THE GRANVILLE COUNTY LAND DEVELOPMENT CODE (LDC)
USE DEFINITIONS FROM THE LDC
ZONING DISTRICT VICINITY MAP PREPARED BY ZONING STAFF

ACTION TAKEN:

COUNTY OF GRANVILLE, NORTH CAROLINA

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

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

RECEIVED
APR 28 2022
GRANVILLE COUNTY DEV. SVS.

PETITION FOR REZONING

A. Property information and request:

Deed reference: _____ Acreage: _____

Zoning: Existing: _____ SEE PAGE 2 THROUGH 5 _____ Proposed: _____

Location: _____

B. Legal description of property involved:

1. Metes and bounds: _____

SEE PAGE 2 THROUGH 5

2. Map: _____

C. Name(s) of property owners: CertainTeed LLC - projected settlement date 4/27/2022

D. Statement of Justification: (One or both)

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

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

These properties are adjacent to the CertainTeed Roofing plant already zoned as I-2 General Industrial. The intent is to add these newly acquired properties to the CertainTeed campus for development purposes.

E. Staff consultation: _____

Owners Name: CertainTeed LLC

Address: 200 CertainTeed Rd Oxford NC 27565

Telephone: 919-693-1141

Petitioner: _____ Plant Manager Date: 4-28-22 Fee Paid: _____

Official Use Only: PB: _____ Date of Hearing: _____

Processed By: _____

A. Property information and request:

- Parcel 1
  - Deed Reference: Deed Book 916, Page 931 G.C. PIN: 191200340417
  - Acreage: 13.01 (in Granville County Limits)
  - Zoning:
    - Existing: R-A
    - Proposed: I-2 General Industrial
  - Location: 3057 Hatchers Run, Oxford, NC 27565

- Parcel 2
  - Deed Reference: Deed Book 895, Page 341 G.C. PIN: 19120032717
  - Acreage: 1.216
  - Zoning:
    - Existing: R-A
    - Proposed: I-2 General Industrial
  - Location: 3069 Hatchers Run, Oxford, NC 27565

- Parcel 3
  - Deed Reference: Deed Book 833, Page 156 Plat Book 8, Page 105 G.C. PIN: 191200331920
  - Acreage: 15.9 (in Granville County limits)
  - Zoning:
    - Existing: R-A
    - Proposed: I-2 General Industrial
  - Location: 3063 Hatchers Run, Oxford, NC 27565

- Parcel 4 Tract 1
  - Deed Reference: Deed Book 833, Page 158 G.C. PIN: 191200134703
  - Acreage: 1.226
  - Zoning:
    - Existing: R-A
    - Proposed: I-2 General Industrial
  - Location: Old Rt 75 Acres SR 1004 U, see parcel number

- Parcel 4 Tract 2
  - Deed Reference: Deed Book 833, Page 158 G.C. PIN: 191200135698
  - Acreage: 0.333
  - Zoning:
    - Existing: R-A
    - Proposed: I-2 General Industrial
  - Location: Old Rt 75 Lot SR 1004 U, see parcel number

B. Legal Description of property involved:

Parcel 1-4 as shown on map recorded in Map Book 51, page 49 Granville County Registry

Formal Legal Description:

PARCEL 1:
A certain tract or parcel of land situate in Fishing Creek Township, Granville County, North Carolina, and more particularly described as follows:
Situate in Fishing Creek Township, said county, adjoining the land of J. M. Currin, Henderson Skinner, W. Y. Jones, and perhaps others, and containing 36 acres. It being the land which I inherited from my grandfather, Manson Stewart, being about one-half of his tract upon which is the homeplace of the late Manson Stewart. There is less and excepted a one-acre tract sold to Harry Stewart. AND BEING the same property conveyed to Fred Battaglia, Jr. from Shurney Winston and wife, Janet E. Winston by General Warranty Deed dated August 15, 2002 and recorded August 15, 2002 in Deed Book 0916, Page 0931.
Tax Parcel No. 191200340417

PARCEL 2:
A certain lot or parcel of land lying and being situate in Fishing Creek Township, Granville County, North Carolina, off the
south side of S.R. #1004, about .25 mile southwest of its intersection with S.R. #1162, and thus described:
BEGINNING at an iron pin located S. 01 deg. 34' 04" W. 35.40 feet, S. 56 deg. 21' 53" E. 22.69 feet and S. 56 deg. 21' 53" E. 33.20 feet from an iron pin marking the southwest corner of the lands of Ben Steward in common with the northwest corner of the lands of Ola Mae Evans, which beginning point is situate at the southwest margin of a 30-foot access easement shown on the hereinafter referred to plat, and run thence from the beginning point along the southwest margin of the 30-foot easement S. 56 deg. 21' 53" E. 268.40 feet to an iron pin, corner of property now or formerly belonging to Alice Boyd; thence with Boyd's line S. 29 deg. 30' 21" W. 265.17 feet to an iron pin in the line of Sam Howard; thence with Howard's line N. 84 deg. 55' 51" W. 85.66 feet to an iron pin in the east margin of another 30-foot access easement; thence with the east margin of said 30-foot access easement N. 05 deg. 27' 14" W. 90.31 feet to an iron pin, N. 01 deg. 44'01" W. 73.61 feet to an iron pin, N. 00 deg. 00' 52" E. 56.29 feet to an iron pin, N. 01 deg. 46' 27" E. 78 feet to an iron pin, and N. 00 deg. 39' 04" E. 74.15 feet to the beginning, containing 1.216 acres, more or less, and being designated as Tract #2 on survey made for Ola Mae Evans by Precision Surveys, Inc., July 17, 1986. AND BEING the same property conveyed to Fred Battaglia, Jr. from Richard Skinner by Deed dated March 11, 2002 and recorded March 11, 2002 in Deed Book 0895, Page 0341.
Tax Parcel No. 191200132717

PARCEL 3:
A certain tract or parcel of land, lying and being situate in Fishing Creek Township, Granville County, North Carolina, about 2½ miles southwest of Oxford, North Carolina, and thus described:
BEING all of that certain tract or parcel of land, containing 43.47 acres, as shown on survey of Precision Surveys, Inc., entitled "Survey for Mrs. Ola Mae Evans" dated May 11, 1981, and appearing of record in Plat Book 8, Page 105, Granville County Registry, to which reference is hereby made for a more complete description.
There is expressly excepted and reserved from the above described tract or parcel of land three tracts previously conveyed, which conveyances are as follows:

Property conveyed in Deed Book 239, Page 28; Deed Book 260, Page 347; and Deed Book 561, Page 615, Granville
Country Registry.
AND BEING the same property conveyed to Fred Battaglia, Jr. from Ola Mae Evans, widow, by and thru her

attorneys-in-fact, Moses A. Peace, Sr., and James L. Harris by Deed dated December 20, 2000 and recorded December
20, 2000 in Deed Book 0833, Page 0156.

Tax Parcel No. 191200331920

PARCEL 4:

Tract 1:
A certain lot or parcel of land situate in Fishing Creek Township, Granville County, North Carolina, off the southeast side of S.R. #1004, and thus described:

BEGINNING at an iron pin set S. 56° 27' 44" E. 340.94 feet from the iron pin marking the southwest corner of the property of Ben Steward, and run thence from said beginning point by new lines across the lands of Ola Mae Evans, S. 60° 34' 44" E. 251.48 feet to an iron pin, and S. 47° 53' 11" W. 225.08 feet to an iron pin in the line of Sam Howard; thence with Howard's line, N. 84° 59' 24" W. 197.88 feet to an iron pin; thence by a new line across the lands of Ola Mae Evans, N. 29° 24' 56" E. 295.29 feet to the point and place of beginning, containing 1.227 acres, more or less, according to plat and survey made by Precision Surveys, Inc., August 13, 1982, and being a portion of the lands described by deed recorded in Book 109. Page 511, Granville County Registry.

Them is also conveyed as a privilege appurtenant to the above described lands a non-exclusive easement of ingress and egress over and across a 30-foot piece or parcel of land, the northern boundary of which easement begins at an iron pin in the southeast margin of the right-of-way of Southern Railroad, Ben Steward's southwest corner, and runs thence S. 56° 27' 44" E. 340.94 feet to the iron pin marking the northwest corner of the above described lot.

Tax Parcel No. 191200134703

Tract 2:

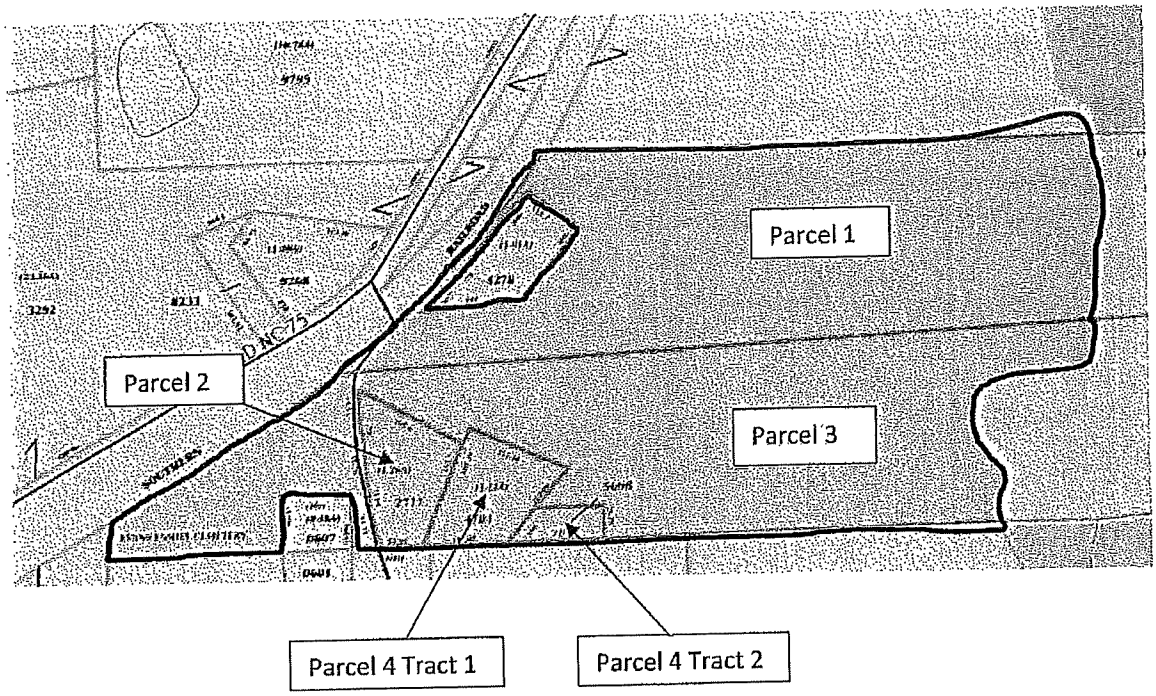
A certain lot or parcel of land situate in Fishing Creek Township, Granville County, North Carolina, adjoining the present lot of Moses A. Peace, et ux, which deed is recorded in Book 270, Page 278, Granville County Registry, and thus described:

BEGINNING at an iron pin set at the southeast corner of the present lot of Moses A. Peace, and run thence with Peace's present line N. 47° 53' 11" E. 100.00 feet to an iron pin; thence by new lines across the lands of Ola Mae Evans S. 84° 59' 24" E. 164.11 feet to an iron pin and S. 05°00'00" W. 73.28 feet to an iron pin in the line of Sam Howard; thence with Howard's line N. 84° 59' 24" W. 232.17 feet to the beginning, containing 0.333 acre, more or less, according to plat and survey made by Precision Surveys, Inc., August 3, 1988.

AND BEING the same property conveyed to Fred Battaglia, Jr. from Moses A. Peace, Sr., and wife, Carrie L. Peace by Deed dated December 18, 2000 and recorded December 20, 2000 in Deed Book 0833, Page 0158.

Tax Parcel No. 191200135698

Map of Parcels to be rezoned:



Planning Board Written Consistency Statement and Reasonableness Statement and Small-Scale Rezoning (Spot-Zoning Analysis) Regarding the Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2). The rezoning application encompasses 31.685 acres. The application would rezone parts of two tracts identified as Tax Map #191200340417 and Tax Map #191200331920. The other three parcels proposed for rezoning are Tax Map #191200135698, Tax Map #191200134703 and Tax Map #191200132717.

Planning Board Written consistency and Reasonableness Statement:

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of the property as Suburban residential but it is shown directly south of area illustrated as Office & Industrial. Goal 2, Objective 2B of the Comprehensive Plan encourages "increas[ing] opportunities for commercial development." A further recommendation is to "encourage commercial and mixed use development in key areas." The proposed tract being considered for rezoning is located on an arterial in an area in the vicinity of industrial land uses. An industrial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the property is located on an arterial in an area with industrial land uses and has access to a railroad. Moreover, the future land use map directly north of the tracts shows land intended for office & industrial. As such, the application is consistent with the future land development map contained in the Comprehensive Plan, and is in the public interest as it encourages industrial development along an arterial in the County.

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

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 Suburban residential but it is shown directly south of area illustrated as Office & Industrial. Goal 2, Objective 2B of the Comprehensive Plan encourages "increas[ing] opportunities for commercial development." A further recommendation is to "encourage commercial and mixed use development in key areas." The proposed tract being considered for rezoning is located on an arterial in an area in the vicinity of industrial land uses. An industrial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the property is located on an arterial in an area with industrial land uses and has access to a railroad. Moreover, the future land use map directly north of the tracts shows land intended for office & industrial. As such, the application is consistent with the future land development map contained in the Comprehensive Plan, and is in the public interest as it encourages industrial development along an arterial in the County. Existing indutrial zoning is in area of the proposed rezoning. An industrial rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.

Michael Turner

Michael Turner, Planning Board Chairman
North Carolina
Granville County

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

Witness my hand and official seal, this the 24th day of May, 2022

(Official Seal) Kathryn C Morris Notary Public

KATHRYN C. MORRIS
NOTARY PUBLIC
GRANVILLE COUNTY, N.C.

My Commission expires Aug 19, 2024.

EXCERPTS FROM THE UNAPPROVED PLANNING BOARD MINUTES OF MAY 19, 2022. ZONING MAP AMENDMENT (REZONING) PETITION

PUBLIC HEARING

Zoning Map Amendment (Rezoning) Petition

Chairman Turner gave the following information:

Z-1-2022 Application to rezone parts of two tracts and all of three other parcels on Old Highway 75 southeast of Oxford from Agricultural Residential 40 (AR-40) to General Industrial District (I-2). The rezoning application encompasses 31.685 acres. The application would rezone parts of two tracts identified as Tax Map #191200340417 and Tax Map #191200331920. The other three parcels proposed for rezoning are Tax Map #191200135698, Tax Map #191200134703 and Tax Map #191200132717.

Chairman Turner opened the Public Hearing.

Chairman Turner called on Mr. Baker for comments.

Mr. Baker stated that all public notices as required by local and state law have been accomplished for this rezoning. The North Carolina General Statutes to require that the Planning Board make a Written Consistency and Reasonableness Statement regarding consistency with officially adopted plans and for Small-Scale Rezoning. Please find below comments from staff regarding the Comprehensive Plan and Small-Scale Rezoning as well as comments from the applicant that the Planning Board may want to consider in your deliberations on the proposed rezoning. The Development Review Board met on May 5, 2022, and had no comments regarding the rezoning application. Board Members have been provided with the staff comments, rezoning application and information, and the Table of Uses and Use Definitions.

Chairman Turner asked for remarks from Mr. Robert Yurek, representing CertainTeed, LLC.

Mr. Yurek stated that he was there to answer any questions the Board had.

Chairman Turner asked if the property was going to be used for storage facilities.

Mr. Yurek stated that this was part of the expansion that Governor Cooper had announced. This property will be used for road access from Old Highway 75 to the expansion which would be located in the City of Oxford.

Board Member Currin asked about the railroad line.

Mr. Yurek stated that they would have to cross the lines to access the parcels but had no plans to use the lines at this time.

Chairman Turner asked for any other comments or questions. Hearing none he closed the public hearing.

Chairman Turner asked for a motion.

Vice Chairman Mangum made a motion to approve the rezoning application for CertainTeed LLC from Agricultural Residential 40 (AR-40) to General Industrial District (I-2) and adopt staff's recommended Written Consistency and Reasonableness regarding consistency with officially adopted plans and the small-scale rezoning analysis as the Planning Board's written consistency and reasonableness statement and small-scale rezoning analysis.

The motion was seconded by Board Member Nelson.

The motion to recommend approval of the rezoning and to adopt the written consistency and reasonableness statement and small-scale rezoning analysis passed unanimously.

Ayes: Averette, Currin, Mangum, Milstein, Nelson, Turner, Tyler
Nays: None

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, minor and major special use standards are contained in the tables and section 32-191 of this article. Should a use not be identified in table 03.110 or article XIX, refer to section 32-1138. See article IV for district, lot, bulk and other standards.

TABLE 03.110A

GENERAL USE TABLE

	Permitted Land Use											
Land Use	AR-80	AR-40	R-25	MHPD	HB	NB	I-1	I-2	O/I	Parking	Loading	Other
Agricultural												
Boarding Stables	Y	Y	Y	Y	N	N	N	N	N			
Bona Fide Farms	Y	Y	Y	Y	Y	Y	Y	Y	Y	na.	na.	
Farmsteads	Y	Y	Y	N	N	N	N	N	N	3/du.	none	
Residential												
Single-Family Detached	Y	Y	Y	Y	N	N	N	N	N	3/du.	none	
Manufactured Home	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/du.	none	see section 32-195
Manufactured Home Park	N	N	N	L	N	N	N	N	N	2.25/du.	none	see section 32-196
Group Home	Y	Y	Y	Y	N	N	N	N	N	3.0/du.	none	
Home Uses												
Cottage Industry	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-197

Family Child Care Home	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-199
Home Businesses	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-198
Home Occupation	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-200
Institutional												
Assembly and Worship	Y	Y	Y	Y	Y	N	N	N	Y	1/3 seats	1/40,000 sf.	
Child Care Centers	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110B	1/60,000 sf.	
College	L	L	L	N	Y	L	N	N	Y	1/2 students	1/40,000 sf.	
Institutional	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110B	1/60,000 sf.	
Institutional, Residential	L	L	L	L	Y	Y	N	Y	L	see table 03.110B	1/25,000 sf.	see section 32-201
Protective Care	MajS	MajS	N	N	MajS	N	Y	N	L	1/2 rooms	2 sf.	see section 32-202
Public Service	L	L	L	Y	Y	Y	Y	Y	L	1/employee and 1 stored vehicle	1 per loading bay	see section 32-203
Utilities, Local	L	L	L	Y	L	Y	Y	Y	L	1/1,000 sf.	1/2,000 sf.	see section 32-204
Commercial												

Agricultural Support and Services	L	L	N	N	Y	Y	Y	Y	N	1/250 sf.	1.5/bay	see section 32-205
Bed and Breakfast/Country Inn	L	L	L	N	Y	Y	N	N	N	1/room plus 2	none	see section 32-206
Cattle Merchant Wholesalers	MajS	MajS	N	N	Y	Y	Y	Y	N	1/250 sf.	1.5/bay	see section 32-236
Commercial Lodging	N	N	N	N	Y	Y	N	Y	N	see table 03.110B	2/40,000 sf.	
Commercial Retail	N	N	N	N	Y	Y	L	L	N	see table 03.110B	see table 03.110C	see section 32-207
Drive-in Facility	N	N	N	N	Y	Y	N	Y	N	see table 03.110B	1/25,000	
Heavy Retail and Service	N	N	N	N	MinS	N	L	L	N	see table 03.110B	1.5 per bay	see section 32-208
Hospitals	N	N	N	N	Y	Y	N	N	Y	1/bed	1/33,000 sf.	
Kennels	MinS	MinS	N	N	Y	Y	Y	Y	N	1/333 sf. plus 1 per 3 stalls	1/40 stalls	see section 32-209
Light Automobile Service	N	N	N	N	Y	Y	Y	Y	N	see table 03.110B	1/20,000 sf.	
Alcohol, Sales or With Restaurant	N	N	N	N	Y	L	Y	Y	N	12/1,000 sf. of GFA	na	see section 32-210
Office	N	N	N	N	Y	Y	Y	Y	Y	see table 03.110B	1/33,000 sf.	
Restaurant	N	N	N	N	Y	Y	Y	Y	Y	12/1,000 sf. of GFA	na	

Services	N	N	N	N	Y	Y	Y	Y	N	see table 03.110B	1/33,000 sf.	
Shopping Center	N	N	N	N	Y	N	N	N	N	1/200 sf.	1/25,000 sf.	
Vehicular Sales, Rental and Service	N	N	N	N	L	N	N	N	N	1/15 cars on lot	2/30,000 sf.	see section 32-211
Recreation and Amusement												
Campgrounds	MinS	MinS	N	N	N	N	N	N	N	1 space per travel trailer and 3/50 at office	1	
Commercial Amusement, Indoor	N	N	N	N	Y	L	N	Y	N	see table 03.110B	1	see section 32-212
Commercial Amusement, Outdoor	N	N	N	N	L	L	N	Y	N	see table 03.110B	none	see section 32-213
Horse Shows	MinS	MinS	MinS	MinS	Y	Y	Y	Y	N	see section 32-235	see table 03.110C	see section 32-235
Indoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-214
Outdoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-215
Riding Stables/Riding Academy	L	L	L	L	Y	Y	Y	Y	N	see section 32-192	see table 03.110C	see section 32-192
Industrial Uses												

Convenience Centers	N	MajS	N	N	MinS	MinS	L	L	N	1 per employee on largest shift	none	See section 32-237
Disposal	MajS	MajS	N	N	N	N	MajS	MajS	N	1/vehicle	1/vehicle	see section 32-216
Ethanol/Biodiesel Production Facility	N	N	N	N	N	N	N	L	N	see table 03.110B		see section 32-232
Extraction	N	N	N	N	N	N	MajS	MajS	N	1/vehicle and accessory	1/vehicle	see section 32-217
Ground-Mounted Solar Power Energy System "Solar Farm"	N	N	N	N	N	N	MinS	L	N			see section 32-233
Heavy Industry	N	N	N	N	N	N	N	Y	N	see table 03.110B	1/15,000 sf. or 1.25/bay	
Light Industry	N	N	N	N	N	N	Y	Y	N	1/500 and 1/vehicle	1/20,000 sf. or 1/bay	
Recycling and/or Storage	MajS	MajS	N	N	N	N	N	Y	N	2/1,000 sf.	1.25/bay	see section 32-218
Utilities, Community/Regional	MajS	MajS	N	N	N	N	MajS	MajS	N	1/1,000 sf.	1 vehicle	see section 32-219
Warehousing	N	N	N	N	MinS	N	Y	Y	N	1/2,000 sf.	1.5/bay	see section 32-220
Special Uses												

Adult Establishments	N	N	N	N	N	N	N	MajS	N	see section 03.353	none	see section 03.353
Designated Group Development	N	N	N	N	L	L	L	L	L	1/200 sf.	1/25,000 sf.	see section 32-329
Electronic Gaming Operation	N	N	N	N	N	N	N	MajS	N	See section 32-234		See section 32-234
General Aviation Airports	N	N	N	N	N	N	N	MajS	N	special study	special study	see section 32-221
Private Landing Strips	N	MajS	N	N	N	N	N	MajS	N	none	none	see section 32-221(c)
Wireless Support Structures and/or Substantial Modification of Wireless Support Structures	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	see article IX	none	see article IX
Wireless Collocations and/or Eligible Facilities Requests	L	L	L	L	L	L	L	L	L	See article IX	none	See article IX
Temporary Uses												
Commercial Temporary Outdoor Sales	Y	Y	N	N	Y	Y	Y	Y	Y	site review	none	
Concrete/Asphalt Batch Plant	N	N	N	N	N	N	L	L	N	special study	1/vehicle	see 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 32-233

TABLE 03.110B

OFF-STREET PARKING STANDARDS FOR SPECIFIC USES

	Parking Spaces Required	
Uses	Per 1,000 sf. of Floor Area	Other Standard
Agricultural		
Commercial Stables	—	1 per 4 stalls plus 1 per 2,000 sf. riding area
Home Uses		
Home Occupations and Cottage Industries	—	1.0 space per employee
Institutional		
Auditorium, Public	—	1 per 3 seats
Child Care Center	—	1 per each 7 children and 1 per employee
Church	—	1 per 3 seats

Clubs and Associations (no food service)	8.0	—
Fire Station	—	4 per vehicle bay
Library or Museum	3.5	plus bus spaces, calculate auditorium separately at 0.75 rate
Nursing Homes	—	0.33 per room
Schools: Elementary and Junior High	—	2 per classroom
Schools: Senior High	—	0.25 per individual
Trade School	—	1.0 per student
Institutional, Residential, Monasteries and Convents	—	1 per bedroom
Rooming and Boarding Houses	—	1.5 per lodger
Police Station	4.0	—
Post Office	—	6 per 1,000 sf, service area and 1 per vehicle
Commercial Uses: Office		
General	4.0	—
Government Offices	4.0	—
Medical	4.5	—
Bank/Financial	4.5	—
Commercial Uses: Commercial Retail		
General	4.0	—
Shopping Center	4.5	—
Retail, Freestanding	4.0	—
Furniture and Carpet Stores	2.5	—
Hardware, Paint and Home Improvement	4.0	—
Commercial Uses: Light Auto Service		
General	1.5	or 4 per bay, whichever is greater
Car Washes (single car, automatic bay)	2.0	plus 6 stacking spaces per bay and 1 drying
Car Washes (multiple car, automatic bay)	4.0	plus 12 stacking spaces per bay and 2 drying
Car Wash (self-wash bay)	—	3 per bay
Gas Station	—	1 per pump station
Commercial Uses: Services		
Barbershops	4.0	—
Beauty Shop	5.0	—
Commercial Laundry and Dry Cleaner	3.0	—
Funeral Homes	6.0	—
Laundromat	—	0.8 space per washer/dryer
Restaurants	12.0	—
All Others	2.5	plus 1 per employee and 1 for each company vehicle
Commercial Uses: Drive-in Facility		
Restaurants with Drive-in Window(s)	14.0	plus 5 stacking spaces per window
Banking Facilities with Drive-in Window(s)	4.5	plus 5 stacking spaces per window
Other with Drive-in Window(s)	5.0	plus 3 stacking spaces per window
Commercial Uses: Commercial Lodging		
Hotels/Motels	—	1 per guest room
Bed and Breakfast	—	1 per room including management spaces
Commercial Uses: Heavy Retail/Service		
General	4.0	—
Building Materials	2.0	—
Vehicle Repair/Service	1.0	5 per bay
Recreation Uses: Outdoor Recreational		

Camps, Day or Youth	—	1 per employee, plus bus
Golf Course	—	3 per hole
Golf Driving Range or Rifle Range	—	1.25 per station
Parks, Playground	—	1 per 4,000 sf. of area
Swimming Pool	—	1 per 400 sf. pool surface area
Tennis Courts	—	3 per court
Athletic Fields	—	1 per 4 feet of bleacher area or 30 per field, whichever is greater
All Other Active	—	1 per 10,000 sf.
All Other Passive	—	1 per acre; areas more than 50 acres: 1 per 3 acres over 50
Recreation Uses: Indoor Recreational		
Swimming Pool	—	2 per 200 sf. pool, plus 1 per employee
Tennis/Racquetball/Handball	1.0	—
Community Center	4.0	—
All Others	4.5	—
Outdoor Commercial Amusement		
General	—	1 per 3 seats or 1.25 per play station, whichever is greater
Campgrounds	—	1 per space, plus 3 per 50 spaces at office
Outdoor Arenas	—	1 per 3 seats or per 6 ft. of bench length
Indoor Commercial Amusement		
General	6.0	—
Amusement Parks	—	special study
Bowling Alley/Pool Rooms	—	5 per lane, 2 per pool/billiard table
Indoor Arenas	—	1 per 3 seats, or 1 per 30 sf. of floor area used for seating, or 1 per 6 ft. of bench length, whichever is appropriate
Skating Rinks	—	1 per 100 ft. surface
Theaters/Assembly Rooms	—	1 per 3 seats
Industrial Uses		
Warehousing, Storage Establishment, Wholesaling, Manufacturing or Light Industrial	—	5 space minimum plus 0.5 per 1,000 sf. of GFA
Heavy Industry	2.5	plus 1 per vehicle
Trucking (no loading or warehousing)	3.0	plus 1 per vehicle operated from site
Junkyard	—	1 per 2,000 sf. storage plus 1 per vehicle

TABLE 03.110C

OFF-STREET LOADING STANDARDS FOR SPECIFIC USES

	Loading Spaces Required	
Uses	per 1,000 sf. of Floor Area	Other Standard
Commercial Uses: Retail Uses		
Paint, Glass, Wallpaper, Hardware	—	1 per 25,000
General Merchandise	—	1 per 25,000
Food	—	1 per 15,000
Apparel and Accessory	—	1 per 25,000
Home Furnishings	—	1 per 25,000
Consumer Electronics	—	1 per 15,000
Miscellaneous Retail:		
Art	—	1 per 25,000
Gifts	—	1 per 25,000

Sporting Goods	—	1 per 25,000
Drug	—	1 per 25,000
Liquor	—	1 per 5,000
Books	—	1 per 25,000
Toys	—	1 per 25,000
Camera	—	none
Garden Center	—	1 per 25,000
Video Rental	—	none
Movie Theater	—	none

(Ord. of 7-12-1999, § 03.110; Ord. of 2-4-2000, § 1; Ord. of 8-21-2000, § 4; Ord. of 8-4-2003; Amend. (1) of 8-4-2003; Amend. (2) of 7-10-2006, § 1; Amend. of 8-3-2009, §§ 4, 12; Amend. of 6-7-2010, § 2; Amend. of 4-4-2011, § 10; Amend. of 4-4-2011, § 2; Amend. of 9-6-2011, § 2; Amend. of 11-7-2011, § 1; Amend. of 6-16-2014, § 2; Amend. of 1-5-2015(1), § 1; Amend. of 7-6-2015(1), § 1; Amend. of 9-6-2016(1), § 1; Ord. of 6-4-2018(1), § 1; Amd. of 11-18-2019(1), §§ 1, 2; Amend. of 4-19-2021(2), § 1)

DIVISION 3. - USE DEFINITIONS

Sec. 32-1301. - Generally.

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

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

Sec. 32-1302. - Agricultural uses.

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

a. A farm sales tax exemption certificate issued by the department of revenue.

b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.

c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.

d. A forest management plan.

(2) These uses also include:

a. Orchards, aquaculture and truck farming.

b. The raising or breeding of livestock, cattle, horses, poultry and bees.

c. Nurseries and greenhouses that sell only products grown on the premises. Tree farms, forestry and nurseries selling gardening or other supplies are not considered bona fide farms under this subsection (NAICS 11142).

(b) Boarding stables means a place where a property owner may allow others to board their horses, mules, donkeys or ponies. Those stabling their animals may ride their animals at the location. No equestrian events of any kind may be held at boarding stables unless otherwise authorized by this chapter.

(c) *Farmstead* means a residential-agricultural unit in which the land is used for agriculture and residential purposes by the owner/operator of the agricultural operation.

(d) *Agricultural processing facility* means a facility utilized for the processing and packaging of produce and/or other commodities for transport to off-site wholesale or retail establishments. Facilities may be utilized by farm-based producers, restaurateurs, caterers, food entrepreneurs, and the like. Activities

shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce prior to shipment but does not include processing of live animals. May include accessory retail sales of products processed on site.

(e) *Agricultural processing facility, community* means a facility utilized for the processing of produce and/or other commodities produced by no more than five cooperative farm partners for the consumption of others (e.g., small canning operation). Activities shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce but does not include processing of live animals. May include accessory retail sales of products processed on site.

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

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

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

(Ord. of 7-12-1999, § 23.210; Amend. of 4-4-2011, §§ 2, 6; Amend. of 1-5-2015(2), § 4; Amd. of 11-18-2019(1), § 10; Amend. of 4-19-2021(2), § 1)

Sec. 32-1303. - Residential uses.

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

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

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

(d) *Planned unit development* describes a development that consists of one or more of the following housing types: single-family, single-family lot line, village houses, duplexes, townhouses, multiplexes and apartments. Such developments shall be planned as a unit and shall meet all the standards in table 04.110 and section 32-195.

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

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

operations are expressly excluded since these are institutional or commercial lodging uses. Family care homes and home care units which care for a maximum of six individuals are included under this definition.

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

Sec. 32-1304. - Home uses.

(a) *Cottage industry* means:

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

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

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

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

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

(Ord. of 7-12-1999, § 23.230)

Sec. 32-1305. - Institutional uses.

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

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

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

(NAICS 6112).

(d) *Institutional* means libraries, public or private, elementary, middle and high schools without residential living facilities (NAICS 61111), senior citizens' center (NAICS 624120), churches, cemeteries, and all other public or private indoor institutional uses.

(e) *Institutional, residential* include:

(1) Convents or monasteries, and nursing homes.

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

(3) Institutional housing where there is commercial rental or condominium ownership combined with any of the following: common food service, nursing or health care. (NAICS 623311, 6239, 624229)

(4) Dormitories, fraternities, sororities or co-ops.

(5) Public or private elementary, middle, and high schools with live-in facilities on site (NAICS 61111).

(f) *Protective care* means housing where the residents are assigned to the facility and are under the protective care of the county, state or federal government (NAICS 92214). This use includes jails, prisons, work release, other similar facilities, and psychiatric hospitals (NAICS 6222).

(g) *Public service* includes emergency service, buildings, or garages (e.g., ambulance, fire, police, rescue), conservation agencies, and postal service buildings except major distribution centers (NAICS 62191, 92212, 92216) where vehicles are stored and dispatched (office uses are under section 32-1306).

(h) *Utilities, local* (NAICS 221122, 22121) means utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Generation, storage of combustibles, and regional facilities and landfills or mining facilities are not included here; see section 32-1308.

(Ord. of 7-12-1999, § 23.240; Ord. of 2-4-2002, § 3; Amend. of 10-16-2017 , § 1; Amd. of 6-3-2019(1)., § 1)

Sec. 32-1306. - Commercial uses.

(a) *Agricultural support and services* include farm supply services and grain storage, but exclude agricultural equipment dealers (NAICS 1151, 1152, 49313, 4225, 54194).

(b) *Bed and breakfast/country inn* (NAICS 721191) is any place of lodging that provides five or fewer rooms for rent, is the owner's personal residence, and is occupied by the owner at the time of rental.

(c) *Commercial lodging* (NAICS 7211, 7213) includes hotels, motels, boardinghouses and roominghouses, or a building or group of buildings offering transient lodging accommodations on a daily rate to the general public. Additional services to be provided may include a restaurant, meeting rooms and recreational facilities.

(d) *Commercial and retail uses* include the following, provided no general storage or sales occur on the

exterior on a regular basis. Furthermore, no regular outdoor sales can exceed five percent of the interior floor area:

Art gallery.

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

Clothing and accessory stores (NAICS 448).

Consumer rental (NAICS 5322, 5323).

Electronics and appliances (NAICS 443).

Florists (NAICS 453110).

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

Furniture and home furnishings stores (NAICS 442).

Furniture stores (NAICS 442).

Garden centers (NAICS 44422).

General merchandise stores (NAICS 452).

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

Household appliances (NAICS 443).

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

Office supplies and stationery stores (NAICS 453210).

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

Pet and pet supplies stores (NAICS 453910).

Used merchandise stores (NAICS 453310).

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

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

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

Automotive parts and tire dealers (NAICS 4413).

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

Fuel dealers (NAICS 45431).

Equipment rental and leasing (NAICS 5324).

Home centers (NAICS 44411).

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

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

Outdoor power equipment stores (NAICS 44421).

Recreational equipment rental (NAICS 532292).

Repair shops and related services (NAICS 811).

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

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

Utility trailer dealers (1997 NAICS 441229).

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

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

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

(i) *Light automobile service* includes:

(1) Gasoline service stations, gas-convenience marts, and quick-service oil, tuneup, brake and muffler shops where repairs are made in fully enclosed bays, the repairs are completed in less than two hours, and no vehicles are stored overnight (NAICS 811191, 811192). A single-bay car wash associated with a gas convenience mart is permitted.

(2) Auto service centers with a number of the uses as listed in this chapter contained in a single building. When the total floor area is greater than 30,000 square feet, car washes shall be permitted as part of the center. (NAICS 4411, 4413, and 811191, 81119)

(j) *Alcohol sales* includes ABC stores, liquor stores, uses selling beer or wine except where that area is less than five percent of the store floor area, breweries (NAICS 312120), wineries (NAICS 312130) or restaurants serving liquor.

(k) *Office uses* include:

Agricultural support and services (offices only) (NAICS 115).

Business services (NAICS 55, 5611—5616, 5619, 8139).

Civic and social organizations (NAICS 8132—34).

Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional).

Finance, banks, trusts, lending (NAICS 521, 522, 525, 533).

Governmental offices (NAICS 92 excluding public service).

Health services (NAICS 621).

Insurance carriers, agents, brokers, and service (NAICS 524).

Miscellaneous services (NAICS 523910 and 523999).

Professional and technical services (NAICS 5411—5419).

Real estate (NAICS 531).

Security, commodity brokers and services (NAICS 523).

Social services (NAICS 624) (except care facilities).

(l) *Restaurants* (NAICS 722). See subsection (e) for restaurants with drive-in facilities and subsection (j) for microbreweries serving food.

(m) *Service uses* include a wide variety of personal and commercial services. This category does not include those services for customers in vehicles, such as a drive-in banking facility.

Educational services (NAICS 611 except 611512, 61162).

Funeral homes (NAICS 81221).

Health, exercise and fitness clubs; dance studios (NAICS 71394, 71399).

Laundry services (NAICS 8123).

Miscellaneous repair services and shops (NAICS 44311, 8112, 8113, 8114).

Personal services (NAICS 8121, 812921, 812922, and 812990).

Postal service buildings, except regional distribution centers, couriers and messengers (NAICS 491, 492).

Social assistance (NAICS 624).

Veterinary uses (NAICS 54194).

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

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

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

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

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

(a) *Campground* is a form of commercial lodging where guests bring tents, travel trailers, campers or other

similar forms of shelter. The campground rents pads to the guests.

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

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

(d) *Indoor recreation* includes:

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

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

(e) *Outdoor recreation* includes:

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

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

(3) Picnic areas, garden plots and beaches.

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

(g) Horse shows (NAICS 711310).

(h) *Guest ranch* means a rural lodge providing overnight accommodations for transient guests seeking a vacation experience characteristic to that of a rural ranch; onsite facilities may include lodge or cabin accommodations, dining facilities, barns, dance hall and recreational facilities, including but not limited to riding rings, trails, fishing holes and swimming facilities.

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

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

Sec. 32-1308. - Industrial uses.

(a) *Disposal* includes disposal uses such as sanitary landfills, sludge disposal or storage; resource recovery facilities; energy recovery or generating from waste material; and any other form of waste management facilities (NAICS 5622 excluding disposal of radioactive waste materials [NAICS 562211], all of which are prohibited). Sewer facilities are regulated as utilities.

(b) *Extraction* includes extraction uses such as mining and quarrying and any other extraction use (NAICS 21).

(c) *Heavy industry* includes construction, mining, manufacturing, transportation and public utilities due to the land use intensity impacts typically associated with large industrial uses, their accessory outdoor storage uses, and large building areas. The following uses are permitted:

Alcoholic beverages (NAICS 31214).

All other miscellaneous wood product manufacturing (NAICS 321999).

Asphalt shingle and coating materials manufacturing (NAICS 324122).

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

Hardwood veneer and plywood manufacturing (NAICS 321211).

Softwood veneer and plywood manufacturing (NAICS 321212).

Engineered wood manufacturing (NAICS 321213).

Heavy construction contractors (NAICS 234).

Industrial equipment leasing (NAICS 5324).

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

Meat products manufacturing (NAICS 3116).

Metal window and door manufacturing (NAICS 332321).

Other millwork (including flooring) (NAICS 321918).

Prefabricated wood building manufacturing (NAICS 321992).

Reconstituted wood product manufacturing (NAICS 321219).

Sawmills (NAICS 321113).

Seafood product preparation and packaging (NAICS 3117).

Stone, clay and glass products (NAICS 327); see subsection (d) of this section.

Tire retreading (NAICS 326212).

Tobacco manufacturing (NAICS 312230).

Tobacco stemming and redrying (NAICS 312210).

Toilet preparation manufacturing (NAICS 325620).

Transportation equipment manufacturing (NAICS 336).

Truss manufacturing (NAICS 321214).

Utility production or processing facilities, but not office or transmission or distribution (NAICS 22).

Wood containers and pallet manufacturing (NAICS 321920).

Wood window and door manufacturing (NAICS 321911).

See subsection (d) for high-tech heavy industry.

(d) *Light industry* includes manufacturing, transportation and wholesale use. This includes the following uses:

Biological product manufacturing (NAICS 325414).

Breakfast cereal manufacturing (NAICS 311230).

Building, development and general contracting (NAICS 236).

Communications (NAICS 515).

Electric and electronic equipment (NAICS 335) except electronic distribution and electrical industrial (NAICS 3353, 3359; not including NAICS 335312 Motor and generator manufacturing which is allowed).

Envelopes (NAICS 322232).

Fabricated metal product manufacturing (NAICS 332999).

Fats and oils refining and blending (NAICS 311225).

Flour milling (NAICS 311211).

Folding paperboard box manufacturing (NAICS 322212).

Food products (NAICS 311 including 311230, 312,) (except NAICS 3112, 3116, 3117, 3122).

Furniture and fixtures (NAICS 337).

High-tech heavy industry (NAICS 327, 335, 8112, 443), where the business is less than 20,000 square feet and receives and ships all its packages via courier service.

In-vitro diagnostic substance (NAICS 325413).

Instruments and related products (NAICS 334, 339).

Malt manufacturing (NAICS 311213).

Medicinal and botanical manufacturing (NAICS 325411).

Metal coating (NAICS 332813).

Mini-warehouses (NAICS 53113).

Motor and generator manufacturing (NAICS 335312).

Office and computing machines (NAICS 334).

Other oilseed processing (NAICS 311223).

Pharmaceutical preparation manufacturing (NAICS 325412).

Plastics bottle manufacturing (NAICS 326160).

Plastics pipe and pipe fitting manufacturing (NAICS 326122).

Printing and publishing (NAICS 511, 512, 323).

Regional utility substation or distribution station (NAICS 221, 486) on at least two acres.

Rice milling (NAICS 311212).

Setup paperboard box manufacturing (NAICS 322219).

Soybean processing (NAICS 311222).

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

Stationary and tablets manufacturing (NAICS 322233).

Textiles and apparel (NAICS 313, 314, 315).

Transportation services (NAICS 488).

Truck, recreational vehicle and mobile home sales (NAICS 441222, 441229, 44121, 45393).

Truck rental (NAICS 53212).

Wet corn milling (NAICS 311221).

Wholesale trade, durable and nondurable (NAICS 423, 424) except farm products (NAICS 424510, 424520 and 424590).

(e) *Recycling or storage* includes any land or structure consisting of at least 600 cubic feet used for salvaging, recycling, junkyards or storing of wastepaper, rags, scrap metal and discarded materials or the collection, dismantlement, storage and salvage of six or more inoperative vehicles, automobiles, boats, trucks, or farm vehicles or equipment, or other types of machinery. This establishment stores or keeps materials for a period of 15 days or more. Where there is no exterior storage, and all the material is stored inside buildings with impervious floors, the use shall be considered light industry.

(f) *Utilities, community region.* This use includes natural gas fuel power generation, storage of combustibles, and regional facilities, such as regional switching stations or regional power substations, pump storage, and other facilities not housed inside normal buildings (NAICS 22).

(g) *Warehousing.* This category includes all warehouse construction (identified in NAICS 236220 except mini or self storage warehouses) that is not incidental to a manufacturing facility. This category also includes

trucking terminals and trucking and warehousing (NAICS 484).

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

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

Sec. 32-1309. - Special uses.

(a) *General aviation airports* include all airports (NAICS 481, 488) and flight training schools (NAICS 611512), including those used by ultralight aircraft.

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

(c) *Designed group development* includes any development that is not a conditional use or special use for that district that is intended, designed or contains any one or more of the following situations:

(1) More than one nonresidential principal structure on the same lot of record.

(2) A structure divided by three or more divided walls which separate nonresidential uses.

(3) Any nonresidential structure of 20,000 square feet or more to be used for other than industrial or warehousing uses.

(d) *Adult establishments.* An establishment that includes one of the following businesses: adult bookstores or adult video store; adult live entertainment business; or, adult motion picture theater.

(e) *Electronic gaming operation* means any business enterprise, whether as a principal use or accessory use, where persons utilize electronic machines owned, operated, or kept by the business enterprise, including but not limited to computers and gaming terminals, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. Electronic gaming operations may include, but are not limited to, internet sweepstakes, electronic gaming machines/operations and internet cafes and cybercafes where internet sweepstakes and electronic gaming operations are offered by the proprietor in a manner not accessible to the general public from a home computer. This does not include any lottery approved by the State of North Carolina. No electronic gaming operation shall be allowed as any home use defined in this chapter.

(f) *Private landing strips* means runways or landing strips intended for the private use of an individual engaged in the operation of aircraft for personal pleasure and are not used for commercial purposes.

(Ord. of 7-12-1999, § 23.280; Ord. of 8-21-2000, § 3; Ord. of 8-4-2003, § 3-23.280.C.; Amend. of 6-7-2010, § 3; Amend. of 6-16-2014, § 4; Amend. of 9-8-2015(1), § 2; Amend. of 9-6-2016(1), § 3; Amd. of 11-18-2019(1), § 10; Amend. of 4-19-2021(2), § 1)

Sec. 32-1310. - Temporary uses.

(a) *Commercial temporary outdoor sales* means outdoor sales of merchandise, by either a store owner or occu outside the store in question on either the public sidewalk, a private sidewalk or pedestrian area. This use e: sales associated with a public interest or special event.

(b) *Concrete/asphalt batch plant* means a concrete or asphalt batch plant assembled on a site for the construction of a particular road improvement, located no more than one mile from the site. This facility shall be removed within one year.

(c) *Contractor's office,* including watchman's trailers, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Sleeping and/or cooking facilities may also be permitted.

(d) *Farmstand* means a temporary or permanent structure or vehicle used in the sale of agricultural produce, in season, at least 50 percent of which is grown by the seller. More than one farm may sell at a single stand.

(e) *Mobile home for temporary use as office and/or exhibition* means a modular unit used solely as offices for purposes of exhibition, or for a caretaker or night watchman, to be temporarily parked, maintained and/or occupied.

(f) *Hardship mobile home* means a mobile home to be placed on an occupied lot with an existing residential dwelling on a temporary basis.

(g) *Public interest event* means outdoor gatherings, auctions, art sales and bake sales for the benefit of the community or community service or nonprofit organizations.

(h) *Special events* include but are not limited to outdoor concerts, auctions, equestrian events, carnivals, circuses, outdoor religious meetings, and special entertainment at commercial properties. Such uses often travel to various communities or involve noisy events regardless of purpose.

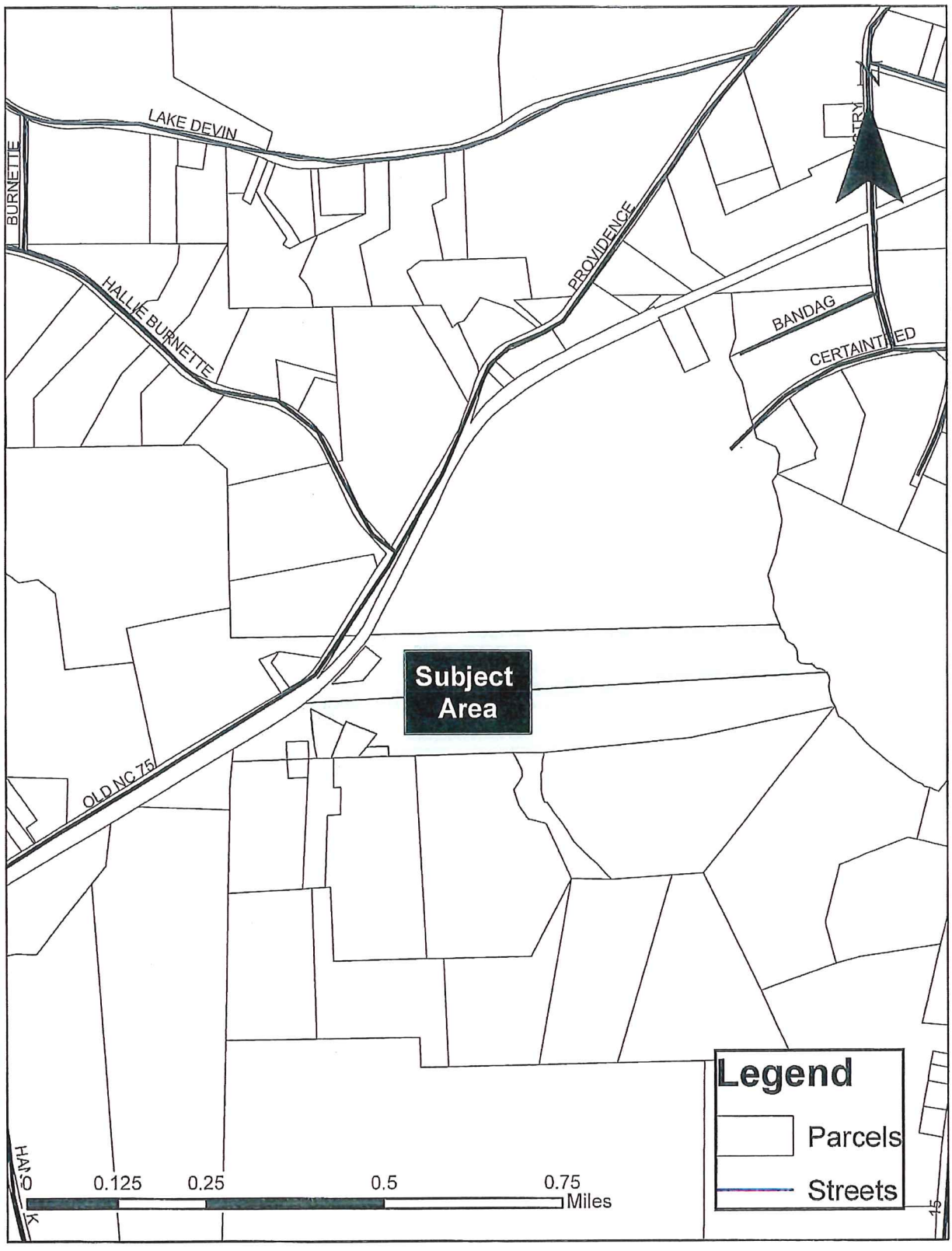
(i) *Temporary miscellaneous sales* include those activities which bring goods to a retail use in trucks and sell that merchandise from the trucks or a temporary outdoor or tented sales area.

(j) *Dog agility competition* means a competition where dogs compete to establish times through an agility course.

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

Secs. 32-1311—32-1330. - Reserved.

Rezoning Application
Old Hwy 75 Southeast of Oxford



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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 1, 2022
Title:	**Public Hearing on Proposed FY 2022-2023 Budget**

PURPOSE:
North Carolina General Statute 159-12(b) requires that county governments hold at least one public hearing on the annual budget to receive comments from the public.

BACKGROUND:
The public hearing has been advertised in the manner required by law. The Manager's recommended budget was presented to the Granville County Board of Commissioners on May 16, 2022, and the Board held a budget work session on Tuesday, May 31, 2022.

The County Manager is available to provide a brief overview of possible adjustments to the Recommended Budget resulting from the Board of Commissioner's discussion during the budget work session.

RECOMMENDATION:
Hold the required budget public hearing to receive public comments on the proposed budget.

ATTACHMENTS:
Public Hearing Notice

ACTION TAKEN:

THE COUNTY OF Granville NORTH CAROLINA

Public Hearing
on Proposed Budget for
FY 2022-2023

The proposed 2022-2023 budget for Granville County has been submitted to the Granville County Board of Commissioners in accordance with the Local Government Budget and Fiscal Control Act. A copy of the proposed budget is available for public inspection in the Office of the Clerk to the Board and at the Richard H. Thornton Library and other library branches. The proposed budget is also available on the Granville County website:

https://www.granvillecounty.org/wp-content/uploads/2022/05/Recommended-FY-2022-2023-Budget_compressed_final.pdf

The Board of Commissioners will conduct a Public Hearing to receive comments on the proposed budget on Monday, June 6, 2022, at 7:00 p.m. or shortly thereafter in the Auditorium, Granville Convention and Expo Center, 4185 US Highway 15 South in Oxford.

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 6, 2022
Title:	**Public Comments**

PURPOSE:
Public comments are limited to 3 minutes.

ACTION TAKEN:

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

To:	Board of Commissioners
From:	Jenny Griffin
Department:	Tax Administration
Date:	June 1, 2022
Title:	**Taxpayer Request to Waive Late Listing Penalty**

PURPOSE:
To consider a request by a taxpayer to waive a late lister penalty.

BACKGROUND:
Robin Williams, daughter of A. D. Blackwell sent a letter requesting her 2022 late list penalty be waived because of hardship. Ms. Williams did not list her mobile home until March 14, 2022. A copy of the written request is attached for reference.

Tax Administrator's Notes:

- In 2020 the mobile home was not listed until June 10, 2020, and at that time we added the required ten percent penalty.
- In 2021 the mobile home was not listed at all.
- **N.C.G.S 105-312** Mandates a 10% penalty after January 31st of that listing year.

RECOMMENDATION:
The Tax Administrator recommends not waiving the late listing penalty.

ATTACHMENTS:
Letter requesting penalty to be waived.

ACTION TAKEN:

To whom it may Concern,

I am writing this letter regarding the single wide trailer on 4216 Chewning Road, Oxford, NC 27565. My father A D Blackwell owns the land, and I own the 2000 14by78 single wide trailer. My father paid the tax on it in 2021.

We had a lot of hardship in 2021. My mother died in June, 2021 and my father contracted Covid pneumonia in Oct, 2021, leaving him severely disabled with oxygen, insulin, and congested heart failure. He was in hospital 3 times in 2 month period. I am his Caregiver. I don't think we received anything in mail reminding us to list the trailer again. I usually call to make sure everything is correct and listed but with everything going on, I didn't call - I really was unaware that I or we had to list the trailer, thinking it was real estate.

About [redacted] week ago dad received a letter from tax department with the trailer listed. He immediately handed it to me. I went to tax department and told them to list it under my name

I also asked the lady if there would be a penalty - she said yes. I asked her if it could be waived since we had hardship and unaware that trailer should be listed again. She said NO it could not be waived it was a single wide and that's why it had to be listed again. I called the office when I got home and talked to Jennifer Seeley and explained the situation. She said that it had an axle on it the reason it needed to be listed again which was different information than what I was told in the office. Ms. Seeley told me to write a letter about what happened and bring to her, and it would be discussed at board meeting.

Since my 93 year old dad, A D Blackwell and I have paid our listed taxes faithfully in Granville County for many years, I hope you will consider waiving the penalty for 2022. I will get land put in my name and have axle removed and come back to office to make sure everything is correct. Thank You sincerely for your attention to this matter.

Admin PASCO Personal Property MV Workflow Collections Appeals Reports

Granville County, NC jsg (Sign Out) Cart(0) New Cart

Account #: 1086 Account Comments (0)
Name 1: BLACKWELL A D & LELIA C
Name 2:
Tax Year: 2020-57397

Location Codes: Twp:08 - Salem
Tax Codes: C, SW47(1)
Last Update: SPJ 6/10/2020

Non-Business Personal (SWMH): 6,630
Business Personal: 0
Total Taxable Value: 6,630

Personal Property Comments (0) Create Workflow Item Abstract Display

General | Personal | Exclusions | History | Workflow

Close

Personal Property Info

Tax Year: 2020
Abstract Number: 57397
Discovery Year:
Bill Number: 57397
Account Number: 1086
Name 1: BLACKWELL A D & LELIA C
Name 2:
Address 1: 7167 DEXTER RD
Address 2:
Address 3:
City, State Zip: OXFORD NC 27565- 9147
Mortgage Holder:
Mortgage Loan Number:
Paid By Escrow:
Date Visited:
Visited By:

Abstract Status:
Mail Code:
Date Listing Received: 06/10/2020
Date Listing Processed: 06/10/2020
Listed/Appraised By: SPJ
Create Workflow From Scanned Image:
Bar Code Scan:
Date Listing FormPrinted:
Date Extension Requested:
Tax Exempt:
Tax Exempt Date:
Extension Approved/Denied:
DateExtension Reply:
Listing Status Manual:
Roll Over Flag:
License Type:
Penalty: P10P

Description: SWMH LOCATED 4216 CHEWNING RD

Related Parcel: PARCEL

Personal Property Address

PROPERTY ADDRESS
TAXING DISTRICT LOCATIONS

Circuit Breaker Cap:

Personal Property Exclusions

Audit Code: Audit Year:

EXCLUSION
NO PROPERTY PERSONAL EXCLUSIONS FOUND FOR THIS PARCEL.

Personal Property Tax Codes

CATEGORY	TAX CODE	COUNT/PERCENTAGE
COUNTY	C ADVLTAX : 1 Granville County T	100
CITY		
FIRE		
WASTE	SW47FFEEFEE : 47 Waste Conv Sit	1.00
STORM		
PARK		
PARK-IN		
PARK-OUT		
LICENSE		
UNKNOWN		

Personal Property Location Codes

Admin PASCO Personal Property MV Workflow Collections Appeals Reports

Granville County, NC jsg (Sign Out) Cart(0) New Cart

Account #: 2428 Account Comments (0)
Name 1: WILLIAMS ROBIN B
Name 2:
Tax Year: 2022-61309
Location Codes: Twp:08 - Salem
Tax Codes: C, SW47(1)
Last Update: RDR 3/16/2022

Non-Business Personal (SWMH):	6,180
Business Personal:	0
Total Taxable Value:	6,180

Personal Property Comments (0) Create Workflow Item Abstract Display

General | Personal | Exclusions | History | Workflow

Close

Personal Property Info

Tax Year: 2022
Abstract Number: 61309
Discovery Year:
Bill Number:
Account Number: 2428
Name 1: WILLIAMS ROBIN B
Name 2:
Address 1: 7151 DEXTER RD
Address 2:
Address 3:
City, State Zip: OXFORD NC 27565- 9147
Mortgage Holder:
Mortgage Loan Number:
Paid By Escrow:
Date Visited:
Visited By:

Abstract Status:
Mail Code: Y
Date Listing Received: 03/14/2022
Date Listing Processed: 03/16/2022
Listed/Appraised By: RDR
Create Workflow From Scanned Image:
Bar Code Scan:
Date Listing FormPrinted:
Date Extension Requested:
Tax Exempt:
Tax Exempt Date:
Extension Approved/Denied:
DateExtension Reply:
Listing Status Manual:
Roll Over Flag:
License Type:
Penalty: P10P

Description: SWMH 2000 UNKNOWN

Related Parcel: PARCEL

Personal Property Address

PROPERTY ADDRESS	
4216 CHEWNING RD	TAXING DISTRICT LOCATIONS

Circuit Breaker Cap:

Personal Property Exclusions

Audit Code: Audit Year:

EXCLUSION
NO PROPERTY PERSONAL EXCLUSIONS FOUND FOR THIS PARCEL.

Personal Property Tax Codes

CATEGORY	TAX CODE	COUNT/PERCENTAGE
COUNTY	C ADVLTAX : 1 Granville County T	100
CITY		
FIRE		
WASTE	SW47FFEEFEE : 47 Waste Conv Sit	1.00
STORM		
PARK		
PARK-IN		
PARK-OUT		
LICENSE		
UNKNOWN		

Personal Property Location Codes

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

To:	Board of Commissioners
From:	Jenny Griffin
Department:	Tax Administration
Date:	June 1, 2022
Title:	**Request to Change the Tax Department Printing Vendor to BMS Direct**

PURPOSE:
To request authorization to change Tax Department printing vendor.

BACKGROUND:
Granville County Tax Department has been using SouthData to print all the annual notices, late notices, listing and assessment forms. The Department has been experiencing issues with the quality of the product being provided by this company, such as using the incorrect year and verbiage even after our office has proofed and submitted the corrections to them.

The Tax Administrator contacted Byrrl Sheppard with BMS Direct, and he provided information and a pricing proposal. Based on the review of proposed pricing, BMS Direct costs are projected to be approximately 7.8% more ($503.00) than the annual average costs with SouthData, however BMS Direct have a faster turnover time and promise better customer service.

FUNDING:
Funding is available in the departments budget, no additional funding is requested.

RECOMMENDATION:
The Tax Administrator recommends using BMS Direct for the Tax Departments printing needs.

ACTION TAKEN:

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

To:	Board of Commissioners
From:	Korena Weichel, Assistant County Manager
Department:	Administration
Date:	June 6, 2022
Title:	**Grant Application for GAP Amphitheater Shade Canopy**

PURPOSE:
Consideration of a grant application and additional funding commitment for installation of a shade canopy structure above the seating area at the GAP outdoor amphitheater.

BACKGROUND:
Due in part to the County's growing diverse population and the pandemic-driven rediscovery of outdoor spaces, the GAP is experiencing an increased demand for recreation facilities. Several years ago, an outdoor amphitheater was added as a park amenity to provide a unique venue for hosting public events; however, limitations exist due to a lack of shade over the seating areas.

Addition of a shade structure to the seating area would provide opportunity for park users to enjoy this scenic space while remaining protected from the sun's intense heat and rays as they utilize the amphitheater for private use or attend County-hosted community programs and cultural events.

The proposed work scope includes sealed drawings and construction of six columns of varying heights which will hold two large triangular canopies. The attached documents illustrate the coverage area and look of the proposed shade structure.

FUNDING:
A preliminary estimate for this work scope in the amount of $74,000 was obtained from a North Carolina recreation contractor. Funding is included in the fiscal year 2023 GAP Improvements budget line; however, County administration has also worked to identify a potential grant funding source through T-Mobile's Hometown Grant program which has an application deadline of July 1, 2022. The five-year, $25 million T-Mobile initiative awards smaller communities with project funding of up to $50,000 for selected projects with the goal of building stronger, more prosperous rural communities.

Granville County's grant application will request the full $50,000 award from T-Mobile with an anticipated County expenditure of approximately $24,000. In the event the County is awarded an amount less than the full $50,000, additional County funding from the GAP Improvements budget line would be needed to cover the funding gap although staff will also continue to seek out additional grant funding opportunities.

RECOMMENDATION:
County administration recommends authorizing a T-Mobile Hometown Grant Application requesting $50,000 for construction of a shade canopy structure at the Granville Athletic Park amphitheater with any portion of the remaining balance to be paid from the fiscal year 2023 budget.

ATTACHMENTS:
Amphitheater Shade Canopy Coverage Area
Amphitheater Shade Canopy Rendering

ACTION TAKEN:

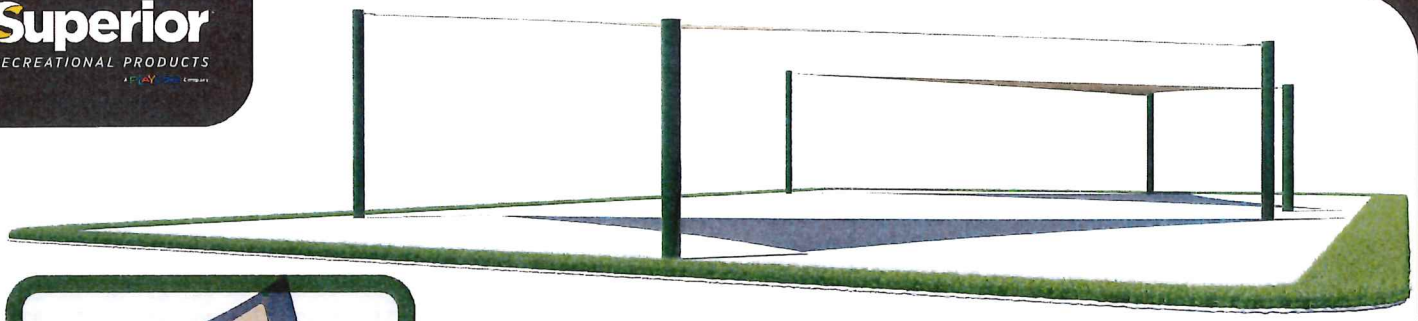


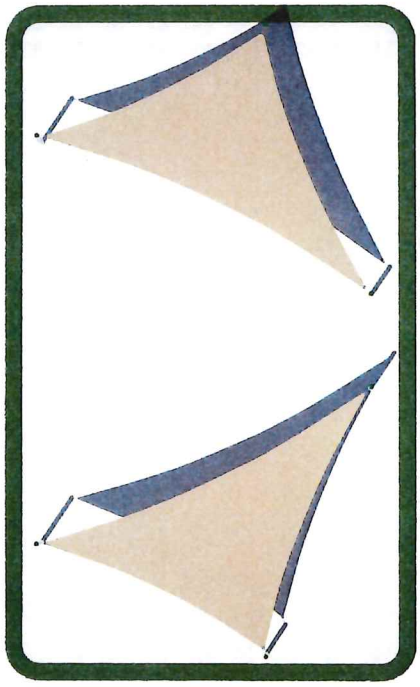
SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

PROJECT NAME	GRANVILLE ATHLETIC PARK
QUOTE	QUO0238266
TITLE	Proposal
DATE	3/15/2022
DRAWN BY	JSJ
SCALE	Not to Scale
SHEET	1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

Superior
RECREATIONAL PRODUCTS





Granville Athletic Park

CUSTOM MULTIPLE TRIANGLE SAIL SHADE • QUOTE **QUO0238266**

Design is for illustration purposes only and colors may vary

Color Key

Post: Green
Shade: Beige

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

To:	Board of Commissioners
From:	Korena Weichel, Assistant County Manager
Department:	Administration
Date:	June 6, 2022
Title:	**Revisions to Granville County Contract and Purchasing Policy**

PURPOSE:

Information Purposes Only

To review policy revisions to the Granville County Contract and Purchasing Policy.

BACKGROUND:

The County's existing Contract and Purchasing Policy was originally adopted in the year 2000 and has had only minor revisions since that date, with the last of those occurring in 2018. In addition to the need for revisions to outdated sections of the County's existing policy, recipients of Coronavirus State and Local Fiscal Recovery Funds of American Rescue Plan Act (ARPA/CSLFRF) are required to adopt a Uniform Guidance Procurement Policy for expenditure of federal funds; therefore, it is timely for the County to revise and readopt its separate policy for contracts and purchases that do not utilize federal funds.

A final draft of the revised policy is attached along with a comparison document that includes language from both the existing and revised policies. This format was used instead of the traditional "track changes" method due to the large number of changes incorporated into the revision. A summary of changes is inserted below for easier reference.

SECTION	NEW/REVISION	DESCRIPTION
Introduction	New	Introduces the policy and identifies the legislative authority to enforce requirements.
Formal Bids	Revision	Establishes requirement to coordinate a preliminary planning meeting and submission of bid documents to the county manager and county attorney prior to solicitation of bids.
Informal Bids	Revision	Updates steps to follow when three quotes cannot be obtained and establishes requirements for contracts or purchases exceeding $30,000 or for with unique or unusual characteristics. Also raises informal bid limits for purchase or lease-purchase beginning at $1,000 instead of $500.
All Other Purchases	Revision	Raises informal bid limits for purchase or lease-purchase from those less than $500 to those less than $1000.
Service and Lease Contracts	New	While not required by statute, establishes that the County will ensure competitive pricing is obtained for service and lease contracts.
Architectural, Engineering, and Surveying Services	Revision	References NC General Statute §143-64.32 which permits exemption of services from the requirements of the "Mini-Brooks Act" when the fee is expected to be less than $50,000.

Exceptions	New	List exceptions to state competitive bidding requirements as authorized by the NC General Statutes.
Uniform Guidance Compliance Statement	New	Reiterates that a separate Uniform Guidance (UG) Procurement Policy will be adopted by the County for expenditures using federal funds.
General Guidelines	New	Emphasizes importance of evaluating bids and identifying the most responsive and responsible bidder.
Availability of Budgetary Funds	New	Restatement of department head's ability to make departmental line item changes to non-personnel operating expenditures and county manager's authority to approve purchases up to $10,000.
Purchase Orders	Revision	Increases purchase order threshold from $500 to $1000.
Contracts	Revision	Publishes statutory requirement for the finance director's preaudit certification on all contracts. Reinforces that the county manager and Board of Commissioner's Chair are the only authorized signatories for County contracts.
Contract and Purchase Goals	Revision	Restates the County's policy to award bids to the most responsive and responsible bidder who provides the best overall value to the County. Departments are encouraged to maintain the most responsive/responsible bidder benchmark for contracts not subject to competitive bidding requirements while balancing the need to support the local economy and local businesses.

FUNDING:
N/A

RECOMMENDATION:
The draft policy revision is presented for information purposes only at this time to provide time for the county attorney and Board to review in greater detail for consideration of adoption currently planned for the June 20, 2022 Board Meeting.

ATTACHMENTS:
Existing and Revised Policy Comparison
Granville County Revised Contract and Purchasing Policy (DRAFT)

ACTION TAKEN:

This document was created as a means to compare and contrast the County's existing Contract and Purchasing Policy with the June 2022 proposed revisions. This format was used instead of the traditional "track changes" method due to the large number of changes.

Sections from the existing policy appear in gray font and precede applicable sections from the revised policy.

Granville County

CONTRACT AND PURCHASING POLICY

For contracts and purchases not requiring compliance with Federal Uniform Guidance 2 C.F.R. Part 200

INTRODUCTION

Note: Not included in existing policy.

A local government's authority to make purchases and contracts is derived from the North Carolina legislature and is subject to such limitations and restrictions as it may impose. Legal requirements must be followed, or the contract is deemed void and unenforceable.

This purchasing policy establishes rules and regulations to secure purchases and contracts to the lowest responsive and responsible bidder or supplier with the best overall value to the County.

The provisions within this policy shall be in compliance with North Carolina General Statutes (N.C.G.S.). In the event a conflict is identified, the General Statutes take precedent over this policy and the provisions of the policy will be updated as required.

FORMAL BIDS

I. Formal Bid (N.C.G.S. 143-129)

A. Contracts and purchases that require the use of formal bid procedures are those for:
   1. Construction or repair work requiring the estimated expenditure of $250,000 or more.
   2. Purchase of lease-purchase of apparatus, supplies, materials or equipment requiring an estimated expenditure of $90,000 or more.
   3. Exceptions as included in G.S. 143-129.

B. Minimum number of bids required
   1. Three competitive bids are required for construction and/or repairs only.
   2. If three bids are not received, then re-advertise and the contract may be awarded with one bid.

C. All formal bids shall be procured through the County Manager's office. In order to prepare formal bid packages for construction and/or repair as well as apparatus, supplies, materials and/or equipment, a written request and supporting information must be submitted at least thirty (30) days prior to advertisement of bids. All contracts resulting from formal bids must be awarded by the Granville County Board of Commissioners.

I. FORMAL BIDS (N.C.G.S. §143-129)

A. Contracts and purchases that require the use of formal bid procedures are those for:
   1. **Construction or repair work requiring the estimated expenditure of $250,000 or more**.
   2. **Purchase or lease-purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of $90,000 or more**.
   3. Exceptions as included in G.S. §143-129.

B. Minimum number of bids required.

1. Three competitive bids are required for construction or repair work.
2. If three bids are not received, solicitation for bids must be readvertised. If three bids are not received following readvertisement, the contract may be awarded to the selected bidder while following any remaining requirements as outlined in this policy.

C. Internal Process.

1. All formal bids shall be procured through the county manager's office.
2. The initiating department for contracts or purchases requiring formal bids should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.
3. Formal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.
4. All contracts and purchases resulting from formal bids must be awarded by the Board of Commissioners.

INFORMAL BIDS

II. Informal Bid (N.C.G.S. 143-131)

A. Contracts and purchases that require the use of informal bid procedures are as follows:

1. Construction and/or repair work requiring the estimated expenditure of $10,000 to $249,999. Items over $10,000 require additional Granville County Board Approval. Please contact the County Finance office to determine if the Informal or Formal Bid requirements should be followed.
2. Apparatus, supplies, materials and/or equipment requiring the estimated expenditure of $500 to $89,999. Items over $10,000 require additional Granville County Board Approval. Please contact the County Finance office to determine if the Informal or Formal Bid requirements should be followed.
3. Exceptions as included in G.S. 143-129.

B. Minimum number of bidsrequired

1. Three (3) telephone quotes are required and must be properly documented and summary information included on the face of the purchase requisition. A "no response" does not qualify as a quote.

   If three quotes cannot be obtained, it must be noted on the purchased order. The department creating the PO will need to have on file a full explanation as to why three quotes couldn't be obtained.

II. INFORMAL BIDS (N.C.G.S. §143-131)

A. Contracts and purchases that require the use of informal bid procedures are as follows:

1. **Construction and/or repair work requiring the estimated expenditure of $10,000 to $249,999**.
2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment requiring the estimated expenditure of $1,000 to $89,999**.
3. Exceptions as included in G.S. §143-129.

B. To ensure proper bidding procedures are followed, contact the finance office to determine if formal or informal bids are required.

C. Minimum number of bids required.

1. Three written or verbal quotes are required. All quotes must be properly documented and maintained in accordance with the County's records retention policy.
2. If three quotes cannot be obtained, it must be noted on the purchase order request. The requesting department should have an explanation on file to demonstrate a due diligence effort to obtain three quotes along with the reason for not meeting the three-quote minimum (i.e., in-demand contractor services, supply chain issues, sole-source, etc.).

D. Internal Process.

1. For contracts or purchases exceeding $30,000 or for any contract or purchase that is unique in nature and deviates from the standard norm:
   a. The initiating department should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.
   b. Informal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.
2. All construction and/or repair work as well as any apparatus, supplies, materials, and/or equipment expenditures resulting from informal bids of $10,000 or more must be awarded by the Board of Commissioners.

ALL OTHER PURCHASES

III. All Other Purchases

A. Contracts for purchase or Lease-Purchase not requiring informal bidding
   1. Apparatus, supplies, materials and/or equipment estimated annual expenditures of less than $500.
   2. Construction and/or repair work requiring the estimated expenditure of less than $10,000.

B. Although neither formal nor informal bids are required by statute, each department shall take appropriate steps to ensure that competitive pricing is being obtained.

III. ALL OTHER PURCHASES

A. Contracts for purchase or lease-purchase not requiring informal bidding:
   1. **Construction and/or repair work requiring the estimated expenditure of less than $10,000.**
   2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment estimated annual expenditures of less than $1,000.**

B. Although neither formal nor informal bids for the above items are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:
   1. Solicit bids where there is a competitive market for the service or lease; and
   2. Award shall be made to the best overall proposal.

SERVICE AND LEASE CONTRACTS

Note: Not included in existing policy.

IV. SERVICE AND LEASE CONTRACTS

A. Service and lease contracts (except for Architectural/Engineering/Surveying services as discussed in Section V of this Policy) may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.

B. Although neither formal nor informal bids are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:

1. Solicit bids where there is a competitive market for the service or lease; and
2. Award the contract to the best overall proposal.

ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES

V. Architectural/Engineering/Consultants

A. All architectural, engineering and consultants services shall be procured through the office of the County Manager in accordance with the tenns of this policy and the applicable general statutes.

B. The Granville County Board of Commissioners approved exempting itself from the Mini-Brooks Act. This action allows surveying, engineering, and architectural services under $30,000 to not have to be considered or approved by the Board.

V. ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES (N.C.G.S. §143-64.31)

A. All architectural, engineering, and surveying services shall be procured through the office of the county manager in accordance with the term of this policy and applicable general statutes.

B. To exempt itself from the requirements of the "Mini-Brooks Act", the County must follow applicable NC General Statutes (§143-64.32). An exemption permits surveying, engineering, and architectural services where the estimated professional fee is in an amount less than fifty thousand dollars ($50,000) to be engaged without following the requirements of the Qualifications-Based Selection (QBS) process.

EXCEPTIONS

Note: Not included in existing policy.

VI. EXCEPTIONS

A. NC General Statutes authorize a number of exemptions to the state competitive bidding requirements.

B. A table of exceptions for North Carolina local governments may be accessed at https://www.sog.unc.edu/resources/legal-summaries/exceptions-state-competitive-bidding-requirements-table.

UNIFORM GUIDANCE COMPLIANCE STATEMENT

Note: Not included in existing policy.

VII. UNIFORM GUIDANCE COMPLIANCE STATEMENT

A. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies and standards, including those under the Uniform Guidance (UG) (2 C.F.R. Part 200).

B. The County has adopted a separate Uniform Guidance (UG) Procurement Policy for such contracts which is available from the administration or finance office.

GENERAL GUIDELINES

Note: Not included in existing policy.

VIII. GENERAL GUIDELINES

A. The focus of purchasing is to achieve the best overall value for the County's dollars (which is not always the lowest bid); therefore, it is essential to consider the full cost of acquiring, putting into service, and owning goods and services, as opposed to just evaluating the purchase cost. Bids are evaluated not only on price but also on quality and service. The standard for awards is made to the most responsive and responsible bidder whose price is the lowest and who offers the best overall value.

B. Proposals are evaluated on factors including the extent to which it demonstrates that the bidder understands the County's needs, the experience of the bidder in providing similar items or services, the total cost of ownership over the life of the item or service, and/or the quality of the approach the bidder presents for delivering the needed services.

C. Award is made to the most responsive and responsible bidder whose proposal provides the best advantage for the County. A responsive bidder is one who responds to all of the significant requirements outlined in the solicitation and who is deemed capable of supplying the goods or services requested in the solicitation. Evaluation criteria should be disclosed in the request for proposal (RFP).

AVAILABILITY OF BUDGETARY FUNDS

Note: Not included in existing policy.

IX. AVAILABILITY OF BUDGETARY FUNDS

1. Departments are authorized to make changes between non-personnel-related operating expenditures by submitting a written request to the finance director for approval.
2. The county manager is authorized by the Board to approve purchases up to $10,000.

PURCHASE ORDERS

IV. Purchase Orders

A. All obligations of the County must be supported by an official purchase order with the following exceptions:
   1. Salaries and wages
   2. Fringe benefits
   3. Travel
   4. Telephone
   5. Postage
   6. Electricity
   7. Contract for services in which a written contract exists. (See "Contracts" below.)
   8. Others as periodically determined by Finance Director
   9. Small obligations of less than $500 under the following conditions:
      a) Non reoccurring expenditures (i.e. dues, subscriptions, registrations, services)
      b) An unencumbered balance is available for the obligation.
      c) Any abuse/misuse as determined by Finance/Purchasing of the small obligation procedure shall cause it to be discontinued for that respective department.

B. All recurring/blanket obligations must be supported by an official purchase order in accordance with all sections of this policy.
   1. The dollar amount of any single item under a blanket purchase order should not exceed $500.00.
   2. The total dollar amount of the purchase order cannot exceed $10,000.00

C. Emergency purchase orders may be issued on a case by case basis in accordance with all sections of this policy.

X. PURCHASE ORDERS

1. A purchase order is equivalent to a signed contract and represents the verbal/written authorization to proceed with a purchase; therefore, the purchase order must be obtained prior to ordering or purchasing materials or supplies.
2. Departments may not circumvent the purchase order process by separating larger orders into smaller ones to force the total below the $1,000 purchase order threshold.

A. All obligations of the County that exceed $1,000 must be supported by an official purchase order with the following exceptions:
   1. Salaries, wages, and fringe benefits.
   2. Travel.
   3. Telephone.
   4. Postage.
   5. Utilities.
   6. Contract for services in which a written contract exists (see "Contracts" below).
   7. Obligations of less than $1,000 under the following conditions:
      a. It is a non-recurring expenditure (i.e., dues, subscriptions, registrations, services).
      b. An unencumbered balance is available for the obligation.
      c. Any abuse/misuse as determined by finance/purchasing of the small obligation procedure shall cause it to be discontinued for that respective department.
   8. Others as determined at the finance director's discretion.

B. All recurring/blanket obligations must be supported by an official purchase order in accordance with all sections of this policy.

1. The dollar amount of any single item under a blanket purchase order should not exceed $1,000.
2. The total dollar amount of the recurring/blanket purchase order cannot exceed $10,000.

C. With respect to end of fiscal year activities for the finance department, purchase requests for materials, supplies, services, and equipment (not included in blanket purchase orders or service contracts) for the current fiscal year must be submitted no later than May 31.

CONTRACTS

VI. Contracts

All contracts must be brought to the County Manager and Finance Director for review. All contracts which meet the formal limits shall to be submitted to the County Attorney for review and processing prior to obtaining signatures.

Contracts under the formal limits may be submitted to the County Attorney based on the Board of Commissioners and/or County Manager's discretion. All contracts that obligate the County for funds must contain a preaudit certification, signed by the Finance Director.

In some instances, a contract may require action by the Board of County Commissioners , in these cases, the preaudit certification should take place before the contract is submitted to the Board for approval to assure appropriate funding is available and designated in the budget

XI. CONTRACTS

A. The department initiating the contract shall confirm that the proposed contractor is not listed on the State of North Carolina's Do-Not-Contract List available at www.nctreasurer.com/commitment-transparency/divestment-and-do-not-contract-rules.

B. N.C.G.S. §159-28(a1) requires that all written contracts, including but not limited to service contracts, purchase orders, or other documents requiring payment, must contain the "preaudit" certification by the finance director as required by the Local Government Budget and Fiscal Control Act.

C. All contracts which meet formal bid requirements shall be submitted to the county attorney for review prior to obtaining signatures, if not previously submitted and approved in procedures identified in Section I (C)(3) of this Policy.

D. Contracts which meet informal bid requirements shall be submitted to the county attorney for review based on the criteria identified in Section II (D)(1) of this Policy or at the Board of Commissioners and/or county manager's discretion prior to obtaining signatures.

E. When a contract requires approval by the Board of Commissioners, effort should be made to obtain the preaudit certification before the contract is submitted to the Board for approval to ensure appropriate funding is available and designated in the budget.

F. After the preaudit certification has been applied and the contract approved by the county attorney and/or Board of Commissioners, all contracts should be submitted to the county manager for signature with an accompanying Contract Routing Form whenever possible (attached as Addendum A).

G. The county manager and Board of Commissioners chair are the only authorized signatories for County contracts unless they designate and authorize another County employee or official to approve and execute contracts on their behalf. The designation must be in writing and be retained for the life of the contract.

CONTRACT AND PURCHASE GOALS

VII. Purchase From Granville County Businesses

A. Each department shall take appropriate steps to purchase from Granville County businesses, whenever possible, in accordance with all sections of this policy.

XII. CONTRACT AND PURCHASE GOALS

A. Pursuant to N.C.G.S. §143-128.2 it is the County's policy to provide minorities and women equal opportunity for participating in all aspects of contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts based on "good-faith efforts" as outlined in the above referenced state statute.

B. The County, like all local governments in North Carolina, does not have specific authority to establish preferences in awarding contracts for local contractors. A local preference would conflict with the legal requirement in both the formal and informal bidding range that contracts be evaluated strictly on value. As discussed earlier, bid awards are made to the responsive and responsible bidder who provides the best overall value.

C. It is the desire of County staff and elected officials to purchase from vendors located within Granville County whenever possible, while recognizing the responsibility to ensure that maximum value is obtained for each public dollar spent. Local vendors and suppliers are encouraged to compete for all County business; however, purchasing decisions cannot be made solely on the basis of vendor residence. For contracts not subject to competitive bidding requirements, such as service contracts or contracts below the minimum bid threshold, departments should take prudent steps to support the local economy and purchase from local businesses in accordance with applicable laws and all sections of this Policy.

VIOLATION OF POLICY

VIII. Violation of Policy

A. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Granville County Personnel Policy and may be held personally responsible for obligation incurred as set forth for in N.C.G.S. 159-28.

XIII. VIOLATION OF POLICY

A. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Granville County Personnel Policy and may be held personally responsible for obligation incurred as set forth in N.C.G.S. §159-28.

Granville County

CONTRACT AND PURCHASING POLICY

For contracts and purchases not requiring compliance with Federal Uniform Guidance 2 C.F.R. Part 200

A local government's authority to make purchases and contracts is derived from the North Carolina legislature and is subject to such limitations and restrictions as it may impose. Legal requirements must be followed, or the contract is deemed void and unenforceable.

This purchasing policy establishes rules and regulations to secure purchases and contracts to the lowest responsive and responsible bidder or supplier with the best overall value to the County.

The provisions within this policy shall be in compliance with North Carolina General Statutes (N.C.G.S.). In the event a conflict is identified, the General Statutes take precedent over this policy and the provisions of the policy will be updated as required.

I. FORMAL BIDS (N.C.G.S. §143-129)

A. Contracts and purchases that require the use of formal bid procedures are those for:
   1. **Construction or repair work requiring the estimated expenditure of $250,000 or more**.
   2. **Purchase or lease-purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of $90,000 or more**.
   3. Exceptions as included in G.S. §143-129.

B. Minimum number of bids required.
   1. Three competitive bids are required for construction or repair work.
   2. If three bids are not received, solicitation for bids must be readvertised. If three bids are not received following readvertisement, the contract may be awarded to the selected bidder while following any remaining requirements as outlined in this policy.

C. Internal Process.
   1. All formal bids shall be procured through the county manager's office.
   2. The initiating department for contracts or purchases requiring formal bids should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.
   3. Formal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.
   4. All contracts and purchases resulting from formal bids must be awarded by the Board of Commissioners.

II. INFORMAL BIDS (N.C.G.S. §143-131)

A. Contracts and purchases that require the use of informal bid procedures are as follows:
   1. **Construction and/or repair work requiring the estimated expenditure of $10,000 to $249,999**.
   2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment requiring the estimated expenditure of $1,000 to $89,999**.
   3. Exceptions as included in G.S. §143-129.

B. To ensure proper bidding procedures are followed, contact the finance office to determine if formal or informal bids are required.

C. Minimum number of bids required.

1. Three written or verbal quotes are required. All quotes must be properly documented and maintained in accordance with the County's records retention policy.
2. If three quotes cannot be obtained, it must be noted on the purchase order request. The requesting department should have an explanation on file to demonstrate a due diligence effort to obtain three quotes along with the reason for not meeting the three-quote minimum (i.e., in-demand contractor services, supply chain issues, sole-source, etc.).

D. Internal Process.

1. For contracts or purchases exceeding $30,000 or for any contract or purchase that is unique in nature and deviates from the standard norm:
   a. The initiating department should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.
   b. Informal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.
2. All construction and/or repair work as well as any apparatus, supplies, materials, and/or equipment expenditures resulting from informal bids of $10,000 or more must be awarded by the Board of Commissioners.

III. ALL OTHER PURCHASES

A. Contracts for purchase or lease-purchase not requiring informal bidding:

1. **Construction and/or repair work requiring the estimated expenditure of less than $10,000**.
2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment estimated annual expenditures of less than $1,000**.

B. Although neither formal nor informal bids for the above items are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:

1. Solicit bids where there is a competitive market for the service or lease; and
2. Award shall be made to the best overall proposal.

IV. SERVICE AND LEASE CONTRACTS

A. Service and lease contracts (except for Architectural/Engineering/Surveying services as discussed in Section V of this Policy) may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.

B. Although neither formal nor informal bids are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:

1. Solicit bids where there is a competitive market for the service or lease; and
2. Award the contract to the best overall proposal.

V. ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES (N.C.G.S. §143-64.31)

A. All architectural, engineering, and surveying services shall be procured through the office of the county manager in accordance with the term of this policy and applicable general statutes.

B. To exempt itself from the requirements of the "Mini-Brooks Act", the County must follow applicable NC General Statutes (§143-64.32). An exemption permits surveying, engineering, and architectural services where the estimated professional fee is in an amount less than fifty thousand dollars ($50,000) to be engaged without following the requirements of the Qualifications-Based Selection (QBS) process.

VI. EXCEPTIONS

A. NC General Statutes authorize a number of exemptions to the state competitive bidding requirements.

B. A table of exceptions for North Carolina local governments may be accessed at https://www.sog.unc.edu/resources/legal-summaries/exceptions-state-competitive-bidding-requirements-table.

VII. UNIFORM GUIDANCE COMPLIANCE STATEMENT

A. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies and standards, including those under the Uniform Guidance (UG) (2 C.F.R. Part 200).

B. The County has adopted a separate Uniform Guidance (UG) Procurement Policy for such contracts which is available from the administration or finance office.

VIII. GENERAL GUIDELINES

A. The focus of purchasing is to achieve the best overall value for the County's dollars (which is not always the lowest bid); therefore, it is essential to consider the full cost of acquiring, putting into service, and owning goods and services, as opposed to just evaluating the purchase cost. Bids are evaluated not only on price but also on quality and service. The standard for awards is made to the most responsive and responsible bidder whose price is the lowest and who offers the best overall value.

B. Proposals are evaluated on factors including the extent to which it demonstrates that the bidder understands the County's needs, the experience of the bidder in providing similar items or services, the total cost of ownership over the life of the item or service, and/or the quality of the approach the bidder presents for delivering the needed services.

C. Award is made to the most responsive and responsible bidder whose proposal provides the best advantage for the County. A responsive bidder is one who responds to all of the significant requirements outlined in the solicitation and who is deemed capable of supplying the goods or services requested in the solicitation. Evaluation criteria should be disclosed in the request for proposal (RFP).

IX. AVAILABILITY OF BUDGETARY FUNDS

1. Departments are authorized to make changes between non-personnel-related operating expenditures by submitting a written request to the finance director for approval.
2. The county manager is authorized by the Board to approve purchases up to $10,000.

X. PURCHASE ORDERS

1. A purchase order is equivalent to a signed contract and represents the verbal/written authorization to proceed with a purchase; therefore, the purchase order must be obtained prior to ordering or purchasing materials or supplies.
2. Departments may not circumvent the purchase order process by separating larger orders into smaller ones to force the total below the $1,000 purchase order threshold.

A. All obligations of the County that exceed $1,000 must be supported by an official purchase order with the following exceptions:
   1. Salaries, wages, and fringe benefits.
   2. Travel.
   3. Telephone.
   4. Postage.
   5. Utilities.
   6. Contract for services in which a written contract exists (see "Contracts" below).
   7. Obligations of less than $1,000 under the following conditions:
      a. It is a non-recurring expenditure (i.e., dues, subscriptions, registrations, services).
      b. An unencumbered balance is available for the obligation.
      c. Any abuse/misuse as determined by finance/purchasing of the small obligation procedure shall cause it to be discontinued for that respective department.
   8. Others as determined at the finance director's discretion.

B. All recurring/blanket obligations must be supported by an official purchase order in accordance with all sections of this policy.
   1. The dollar amount of any single item under a blanket purchase order should not exceed $1,000.
   2. The total dollar amount of the recurring/blanket purchase order cannot exceed $10,000.

C. With respect to end of fiscal year activities for the finance department, purchase requests for materials, supplies, services, and equipment (not included in blanket purchase orders or service contracts) for the current fiscal year must be submitted no later than May 31.

XI. CONTRACTS

A. The department initiating the contract shall confirm that the proposed contractor is not listed on the State of North Carolina's Do-Not-Contract List available at https://www.nctreasurer.com/commitment-transparency/divestment-and-do-not-contract-rules.

B. N.C.G.S. §159-28(a1) requires that all written contracts, including but not limited to service contracts, purchase orders, or other documents requiring payment, must contain the "preaudit" certification by the finance director as required by the Local Government Budget and Fiscal Control Act.

C. All contracts which meet formal bid requirements shall be submitted to the county attorney for review prior to obtaining signatures, if not previously submitted and approved in procedures identified in Section I (C)(3) of this Policy.

D. Contracts which meet informal bid requirements shall be submitted to the county attorney for review based on the criteria identified in Section II (D)(1) of this Policy or at the Board of

Commissioners and/or county manager's discretion prior to obtaining signatures.

E. When a contract requires approval by the Board of Commissioners, effort should be made to obtain the preaudit certification before the contract is submitted to the Board for approval to ensure appropriate funding is available and designated in the budget.

F. After the preaudit certification has been applied and the contract approved by the county attorney and/or Board of Commissioners, all contracts should be submitted to the county manager for signature with an accompanying Contract Routing Form whenever possible (attached as Addendum A).

G. The county manager and Board of Commissioners chair are the only authorized signatories for County contracts unless they designate and authorize another County employee or official to approve and execute contracts on their behalf. The designation must be in writing and be retained for the life of the contract.

XII. CONTRACT AND PURCHASE GOALS

A. Pursuant to N.C.G.S. §143-128.2 it is the County's policy to provide minorities and women equal opportunity for participating in all aspects of contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts based on "good-faith efforts" as outlined in the above referenced state statute.

B. The County, like all local governments in North Carolina, does not have specific authority to establish preferences in awarding contracts for local contractors. A local preference would conflict with the legal requirement in both the formal and informal bidding range that contracts be evaluated strictly on value. As discussed earlier, bid awards are made to the responsive and responsible bidder who provides the best overall value.

C. It is the desire of County staff and elected officials to purchase from vendors located within Granville County whenever possible, while recognizing the responsibility to ensure that maximum value is obtained for each public dollar spent. Local vendors and suppliers are encouraged to compete for all County business; however, purchasing decisions cannot be made solely on the basis of vendor residence. For contracts not subject to competitive bidding requirements, such as service contracts or contracts below the minimum bid threshold, departments should take prudent steps to support the local economy and purchase from local businesses in accordance with applicable laws and all sections of this Policy.

XIII. VIOLATION OF POLICY

A. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Granville County Personnel Policy and may be held personally responsible for obligation incurred as set forth in N.C.G.S. §159-28.

Upon adoption by the Granville County Board of Commissioners, this policy shall supersede all previous versions. Adopted _____, 2022.

ADDENDUM A

Granville County

CONTRACT ROUTING FORM

SECTION 1: DEPARTMENT

Completion of this routing checklist will assist departments and county administration with tracking and archiving responsibilities. A completed form must accompany contracts, agreements, addendums, etc. (hereinafter "contracts") submitted to administration for authorized signature by the County Manager or Board of Commissioners' Chair.

Department Instructions

1. Departments only need to complete Section 1 and submit to county administration for further processing. Please complete in its entirety and enter "N/A" if a field does not apply.
2. Obtain the signature/vendor endorsement on the draft contract whenever possible.
3. Complete a Purchase Order form for financial obligations over $500 to be incurred in the current fiscal year.
4. Submit this form, original pre-signed contract, and any other required documentation to administration (such as W-9, E-Verify Affidavit, prefilled Purchase Order form, Certificate of Insurance, etc. as described in detail below).
5. If the contract requires immediate payment or installment payments, upon approval of the contract submitting appropriate documentation and voucher to the Finance Department in a timely manner.

Date _____ Agenda Approval Date (if applicable) _____

Vendor Name* _____ Vendor # _____

Mailing Address _____

**For new vendors, a completed w-9 and, if applicable, a Certificate of Insurance (COI) must accompany this document.*

Total Financial Obligation $ _____ Contract Dates Start: _____ End: _____

Annual Financial Obligation $ _____ Fiscal Year(s) _____

Department _____ Contract Purpose _____

Staff Printed Name _____ Staff Signature _____

SECTION 2: ADMINISTRATION

DONE	N/A	Place a checkmark √ in the applicable column.
☐	☐	Reviewed for accurate pricing and adequacy for Granville County needs.
☐	☐	All departments affected by the contract have been consulted and/or notified.
☐	☐	Includes *E-Verify Affidavit* if an E-Verify statement is not included in the contract language.
☐	☐	Reviewed by County Attorney as per Granville County Purchasing Policy Article VI.
☐	☐	Purchase Order obtained for the value of contract in this fiscal year.
☐	☐	Finance Officer has applied the pre-audit certification.

SECTION 3: CLERK

DONE	N/A	Complete steps below following contract approval and signature.
☐	☐	If vendor has pre-signed, provide PDF of the fully-executed document to initiating staff, county manager, assistant county manager, and county attorney; or
☐	☐	If vendor has not pre-signed, provide PDF of the partially-executed document to vendor with instructions to sign and return to Granville County Administration (<u>not</u> department staff). Once vendor returns with signature, provide PDF of the full-executed document to initiating staff, county manager, assistant county manager, and county attorney.
☐	☐	Forward related documentation to applicable departments (ex, W-9 to Finance, etc.).
☐	☐	Scan/upload to M-Files along with this form as the cover page.
☐	☐	For contracts of one year or less, file original in file cabinet. For contracts of more than one year, place original in contract book.

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

To: Board of Commissioners
From: Korena Weichel, Assistant County Manager
Department: Administration
Date: June 6, 2022
Title: **Policies Required for Recipients of American Rescue Plan Act Funds**

PURPOSE:
Information Purposes Only
To consider several policies required for recipients of American Rescue Plan Act funds.

BACKGROUND:
Granville County has been allocated $11,740,344 from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF). These funds are subject to U.S. Department of Treasury regulations including the Final Rule, Award Terms and Conditions, and Title VII implementing regulations at 31 C.F.R. Part 22. Furthermore, the funds are subject to compliance requirements as listed in the Award Terms and Conditions and the Assistance Listing (21.027) which are primarily focused on the federal Uniform Grant Guidance, 2 CFR Part 200 (UG).

In light of the local government compliance requirements for use of these funds, sample policies were provided by the UNC School of Government for use in framing individual jurisdiction policies. The policy documents listed below and attached to this agenda item were derived from those sample policies. It is important to note that many of the compliance measures outlined in the policies are already existing practices or an extension of existing policies of Granville County; however, the ARPA/CSLFRF requires that these policies be adopted/reaffirmed as related to expenditures for this specific pot of funds.

Description of Policies Mandated for All Local Governments Receiving Federal Funds

1. **Non-discrimination Policy for ARP/CSLFRF Funds.**
   Reaffirms that Granville County will ensure that no person shall, on the ground of race, color, national origin, familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise, subject to discrimination under any program or activity administered by the County, including programs/activities funded in whole or part with ARPA/CSLFRF.
2. **Eligibility Determination Policy for ARP/CSLFRF Funds.**
   Defines the permissible and prohibited uses of ARPA/CSLFRF funds and outlines procedures for determining how the County will spend those funds.
3. **Allowable Costs and Cost Principles Policy for ARP/CSLFRF Funds.**
   Defines items of cost that are allowable or unallowable. The tests of allowability under the cost principles are that the costs must (a) be necessary and reasonable for the proper and efficient performance and administration of the grant program; (b) be allocable to the ARPA/CSLFRF award; (c) be authorized and not prohibited under state or local laws; (d) conform to any limitations or

exclusions set forth in the principles, federal laws, ARPA/CSLFRF award terms, and other governing regulations as to types or amounts of cost items; (e) be consistent with policies, regulations, and procedures that apply uniformly to both the ARPA/CSLFRF federal award and other activities of Granville County; (f) be given consistent treatment; (g) be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG; (h) be net of all applicable credits; and (i) be adequately documented.

4. **Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds.**
   Outlines Treasury's five-year records retention requirement for documents related to expenditures of ARPA/CSLFRF funds (this requirement is longer than the traditional three-year requirement).

5. **Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance.**
   Establishes conflict of interest standards that apply when Granville County enters into a contract or makes a subaward.

Description of Policies Triggered by Certain ARP/CSLFRF Expenditures

6. **Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds.**
   Applicable when a local government partners with another government, non-profit, or other private entity to carry out an ARPA/CSLFRF-eligible project.

7. **Uniform Guidance Procurement Policy.**
   Establishes guidelines that meet or exceed procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. It is also applicable when a local government must engage in a single audit as a result of ARPA/CSLFRF expenditures (even if the audit is paid for with other funds).

FUNDING:
N/A

RECOMMENDATION:
Draft policies are presented for information purposes only at this time to provide time for the county attorney and Board to review them in greater detail for consideration of adoption currently planned for the June 20, 2022, Board Meeting.

ATTACHMENTS:
Non-discrimination Policy for ARP/CSLFRF Funds (DRAFT)
Eligibility Determination Policy for ARP/CSLFRF Funds (DRAFT)
Allowable Costs and Cost Principles Policy for ARP/CSLFRF Funds (DRAFT)
Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds (DRAFT)
Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance (DRAFT)
Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds (DRAFT)
Uniform Guidance Procurement Policy (DRAFT)

ACTION TAKEN:

Granville County Government

NON-DISCRIMINATION POLICY FOR ARP/CSLFRF FUNDS

It is the policy of Granville County ("County") to ensure that no person shall, on the basis of race, color, national origin (including limited English proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the County, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. GOVERNING STATUTORY & REGULATORY AUTHORITIES

As required by the CSLFRF Award Terms and Conditions, the County shall ensure that each "activity," "facility," or "program"[1] that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and regulations prohibiting discrimination. These include, but are not limited to, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

II. DISCRIMINATORY PRACTICES PROHIBITED IN THE ADMINISTRATION OF THE ARP/CSLFRF AWARD

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent non-discrimination authorities, the County shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of

[1] 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

any service, financial aid, or other benefit under the program;

4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment; and
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. REPORTING & ENFORCEMENT

1. The County shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The County shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The County shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The County shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the County in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

   Granville County Human Resources Director
   104 Belle Street, PO Box 906
   Oxford, NC 27596
   (919) 603-1639

Granville County Government

ELIGIBILITY DETERMINATION POLICY FOR ARP/CSLFRF FUNDS

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how Granville County will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its Final Rule regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its Interim Final Rule or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (there is an exception to this prohibition if the settlement or judgment requires Granville County to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);

5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Granville County, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Granville County employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
   a. Brief description of the project
   b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the US Treasury Compliance and Reporting Guidance.)
   c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the Final Rule and Final Rule Overview prior to submitting a proposal.
   d. Proposed budget, broken down by cost item, in accordance with Granville County's Allowable Cost Policy.
   e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the County Manager for approval. All requests will be reviewed by the County Manager for ARP/CSLFRF compliance and by the finance director for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by the County Manager. Board approval and/or a budget amendment may be required before approval is granted.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the county manager and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the county manager immediately.
6. The finance director and/or department staff must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The finance director must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

Granville County Government

ALLOWABLE COSTS AND COST PRINCIPLES POLICY FOR ARP/CSLFRF FUNDS

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Granville County shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the county manager and finance director, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the finance director. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. **Be necessary and reasonable for the proper and efficient performance and administration of the grant program.** A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:
   (a) Whether the cost is needed for the proper and efficient performance of the grant project.
   (b) Whether the cost is identified in the approved project budget or application.
   (c) Whether the cost aligns with identified needs based on results and findings from a needs assessment.
   (d) Whether the cost addresses project goals and objectives and is based on program data.

   A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:
   (a) Whether the cost is a type generally recognized as ordinary and necessary for the operation of Granville County or the proper and efficient performance of the federal award.
   (b) The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and

conditions of the ARP/CSLFRF award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Granville County, its employees, the public at large, and the federal government.

(e) Whether Granville County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

   If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**

4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**

5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Granville County.**

6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.

7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**

8. **Be net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

Finance department personnel responsible for determining cost allowability must be familiar with the Selected Items of Cost. Granville County must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Finance department personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, state laws, County regulations, and program-specific rules may deem a cost as unallowable, and those non-federal rules must be followed as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Granville County may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

1. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:
   (a) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
   (b) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(c) Costs of the judicial branch of a government;

(d) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435); and

(e) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

2. For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 Cost allocation plans and indirect cost proposals.

1. For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.
2. Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

   (a) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

   (b) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.
3. The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

Preapproval Cost Allowability Review

Before an ARP/CSLFRF-funded project is authorized, the finance director must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

1. Local government personnel must submit proposed ARP/CSLFRF projects to the County

Manager for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.

2. Along with a general review of project eligibility and conformance with other governing board management directives, the county manager must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
3. If a proposed project includes a request for an unallowable cost, the county manager or finance director will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
4. Once a proposed project budget is pre-approved by the county manager, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

Post-expenditure Cost Allowability Review

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the finance director must perform a second review to ensure that actual expenditures comprise allowable costs.

1. All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the finance director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
2. The finance director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
3. If all cost items are deemed allowable and properly allocable, the finance director must proceed through the local government's normal disbursement process.
4. If any cost item is deemed unallowable, the finance director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The finance director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Granville County's governing board must approve any allocation of other funds for this purpose.
5. Finance department personnel must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising & investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions

General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

Granville County Government

RECORDS RETENTION POLICY FOR DOCUMENTS CREATED OR MAINTAINED PURSUANT TO THE ARP/CSLFRF AWARD

I. RETENTION OF RECORDS

The Coronavirus Local Fiscal Recovery Funds ("CSLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARP/CSLFRF award.

It is the policy of Granville County to follow Treasury's record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, Granville County agrees to the following:

A. Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.

B. Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.

C. Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

D. Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.

E. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

II. COVERED RECORDS

For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence Granville County's expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award. Records that shall be retained pursuant to this policy include, but are not limited to, the following:

A. Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.

B. Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);

C. Documentation of administrative costs charged to the ARP/CSLFRF award;

D. Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;

E. Subaward agreements and documentation of subrecipient monitoring;

F. Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;

G. Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and

H. Indirect cost rate proposals.

III. STORAGE

Granville County's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

IV. DEPARTMENTAL RESPONSIBILITIES

Any department or unit of Granville County, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the County to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The finance director is responsible for identifying the documents that Granville County must or should retain and arrange for the proper storage and retrieval of records. Finance director shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

V. REPORTING POLICY VIOLATIONS

Granville County is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the county manager. Granville County prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

VI. QUESTIONS ABOUT THE POLICY

Any questions about this policy should be referred to the county manager, who is responsible for administering, enforcing, and updating this policy.

Granville County Government

CONFLICT OF INTEREST POLICY APPLICABLE TO CONTRACTS AND SUBAWARDS SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. SCOPE OF POLICY

A. Purpose of Policy. This Conflict-of-Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when Granville County ("Unit") enters into a Contract or makes a Subaward (as defined in Section II hereof); and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).

B. Application of Policy. This Policy shall apply when Granville County (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies; or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. DEFINITIONS

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this section: Any capitalized term used in this Policy but not defined in this section shall have the meaning set forth in 2 C.F.R. § 200.1.

A. "***COI Point of Contact***" means the individual identified in Section III(a) of this Policy.

B. "***Contract***" means, for the purpose of federal financial assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a federal award.

C. "***Contractor***" means an entity or individual that receives a Contract.

D. "***Covered Individual***" means a public officer, employee, or agent of the Unit.

E. "***Covered Nonprofit Organization***" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).

F. "***Direct Benefit***" means, with respect to a public officer or employee of the Unit, or the spouse of any such public officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

G. "***Federal Financial Assistance***" means federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

H. "***Governing Board***" means the Granville County Board of Commissioners.

I. "***Immediate Family Member***" means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic

partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

J. "***Involved in Making or Administering***" means (i) with respect to a public official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a public official, being a member of a board, commission, or other body of which the public official is a member, taking action on the Contract or Subaward, whether or not the public official actually participates in that action.

K. "***Pass-Through Entity***" means a non-federal entity that provides a Subaward to a Subrecipient to carry out part of a federal program.

L. "***Public Officer***" means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the County.

M. "***Recipient***" means an entity, usually but not limited to a non-federal entity, that receives a federal award directly from a federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

N. "***Related Party***" means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

O. "***Subaward***" means an award provided by a Pass-Through Entity to carry out part of a federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a federal program.

P. "***Subcontract***" means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

Q. "***Subcontractor***" means an entity that receives a Subcontract.

R. "***Subrecipient***" means an entity, usually but not limited to a non-federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

S. "***Unit***" has the meaning specified in Section I hereof.

III. COI POINT OF CONTACT

A. Appointment of COI Point of Contact. The Assistant County Manager shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Assistant County Manager is unable to serve in such capacity, the Internal Auditor shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the "*COI Point of Contact*".

B. **Distribution of Policy**. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. CONFLICT OF INTEREST STANDARDS IN CONTRACTS AND SUBAWARDS

A. **North Carolina Law.** North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section.

1. **G.S. § 14-234(a)(1).** A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
2. **G.S. § 14-234(a)(3).** No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
3. **G.S. § 14-234.3.** If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
4. **G.S. § 14-234.1.** A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

B. **Federal Standards.**

1. **Prohibited Conflicts of Interest in Contracting.** Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
   a. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
   b. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a

financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

2. Identification and Management of Conflicts of Interest.

a. Duty to Disclose and Disclosure Forms

(1) Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

(2) Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

(3) If the value of a proposed Contract or Subaward exceeds $250,000, the COI Point of Contact shall collect a Conflict-of-Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict-of-Interest Disclosure Form in records of the Unit.

b. Identification Prior to Award of Contract or Subaward.

(1) Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

c. Management Prior to Award of Contract or Subaward

(1) If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the County Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

(a) accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or

(b) reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

(2) If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

d. Identification After Award of Contract or Subaward.

(1) If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of

Contact shall, as soon as possible, disclose such finding to the County Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

e. Management After Award of Contract or Subaward.

(1) Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

(a) if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

(b) if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. OVERSIGHT OF SUBRECIPIENT'S CONFLICT OF INTEREST STANDARDS

A. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict-of-interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. §200.318(c)(2), and all other applicable federal regulations.

B. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. GIFT STANDARDS

A. Federal Standard. Subject to the exceptions set forth in Section VI(B), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

B. Exception. Notwithstanding Section VI(A), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of $20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this section does not exceed $50 in a calendar year:

1. honorariums for participating in meetings;
2. advertising items or souvenirs of nominal value; or
3. meals furnished at banquets.

C. **Internal Reporting.** A Covered Individual shall report any gift accepted under Section VI(B) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. VIOLATIONS OF POLICY

A. **Disciplinary Actions for Covered Individuals.** Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.

B. **Disciplinary Actions for Contractors and Subcontractors.** The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

C. **Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

EXHIBIT A

Examples

Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward	*Potential Examples of a "Tangible Personal Benefit" from a Firm or Organization Considered for a Contract or Subaward*
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization's affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: - Secured debt (e.g., debt backed by an asset of the firm (like a firm's building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). - Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to a local office or position on a public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds $250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

STEP		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	**Name of Contract:** _____ **Name of Counterparty:** _____ **Subject of Contract:** _____

2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	Public Officials	**Employees**	**Agents**
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential "real" conflict of interest.	**Public Officials**	**Employees**	**Agents**
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds $[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	**Public Officials – Related Party**	**Employees – Related Party**	**Agents – Related Party**
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the *appearance* that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	**Public Officials**	**Employees**	**Agents**

COI Point of Contact (Name)

Signature of COI Point of Contact

Completion Date

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM FOR OFFICIALS, EMPLOYEES, AND AGENTS

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract:

_____ (the "*Contract*")

To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

   a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

      Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

7. Benefits to Employers

   a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completed: _____

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds $250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions

4. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
5. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
6. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	**Name of Contract:** _____ **Name of Counterparty** _____ **Subject of Subaward:** _____

2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	Public Officials	**Employees**	**Agents**
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential "real" conflict of interest.	**Public Officials**	**Employees**	**Agents**
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential "real" conflict of interest.	**Public Officials – Related Party**	**Employees – Related Party**	**Agents – Related Party**
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	**Public Officials**	**Employees**	**Agents**

COI Point of Contact (Name)

Signature of COI Point of Contact

Completion Date

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM FOR OFFICIALS, EMPLOYEES, AND AGENTS

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward:

_____ (the "*Subaward*")

To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

   a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

      Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

7. Benefits to Employers

   a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

   d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

      Yes _____ No _____ Unsure: _____

      If the answer is Yes or Unsure, please explain:

      _____

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes _____ No _____ Unsure: _____

   If the answer is Yes or Unsure, please explain:

   _____

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

    Yes _____ No _____ Unsure: _____

    If the answer is Yes or Unsure, please explain:

    _____

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completed: _____

Granville County Government

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Granville County (hereinafter COUNTY) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the County Manager and County Finance Director, who are charged with the administration and financial oversight of the [ARP/CSLFRF].

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. For additional information on subrecipient and contractor determinations, see § 200.331. See also the definition of *subaward* in this section.

Contractor: An entity that receives a contract as defined in this section.

Pass-through Entity: A non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

Recipient: An entity, usually but not limited to non-federal entities, that receive a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: An entity, usually but not limited to non-federal entities, that receive a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

The COUNTY must make a case-by-case determination whether an agreement with another government or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor (2 CFR 200.331).

A subaward is for the purpose of carrying out a portion of a federal award and creates a federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-federal entity as a subrecipient include when the non-federal entity:

1. Determines who is eligible to receive what federal assistance;
2. Has its performance measured in relation to whether objectives of a federal program were met;
3. Has responsibility for programmatic decision-making;
4. Is responsible for adherence to applicable federal requirements specified in the award; and

5. In accordance with its agreement, uses the federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-federal entity and a contractor are when the contractor:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the federal program; and
5. Is not subject to compliance requirements of the federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The COUNTY will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Finance Director will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. (Appendix 1: Subrecipient or Contractor Classification Checklist.)

If the agreement involves a contractor relationship (including a contract for services), the COUNTY must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, the COUNTY must proceed to Sections IV – VII.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, the COUNTY must evaluate a subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The finance director will conduct the risk assessment, which will include consideration of the following factors:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of federal awarding agency monitoring (*e.g.*, if the subrecipient also receives federal awards directly from a federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the type and degree of subrecipient monitoring. (Appendix 2: Subrecipient Assessment of Risk). The COUNTY will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Moderate Risk	High Risk
There is low risk that the sub-recipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is high risk that the sub-recipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, the Finance Director must provide written justification

to proceed with the subaward. The justification must be approved by the County Attorney.

V. SUBRECIPIENT MONITORING

The COUNTY will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (*e.g.,* has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

The COUNTY's monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by COUNTY or subrecipient) • Onsite reviews (upon request of COUNTY or subrecipient) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by COUNTY or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by COUNTY or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the COUNTY for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure,

the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the COUNTY.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by the Finance Director. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: The COUNTY will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. The COUNTY will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: The COUNTY will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The COUNTY will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: The COUNTY must verify that every subrecipient is audited as required by 2 CFR 200 Subpart F (Single Audit) when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501. The COUNTY must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, the COUNTY will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the COUNTY may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by the COUNTY. The COUNTY will verify completion of the procedures engagement. Within six months of the acceptance of the procedures engagement report, the COUNTY will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the COUNTY may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category above, the COUNTY will notify the subrecipient of the following in the subaward:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable; and

5. The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, Finance Director must perform periodic reviews and document findings in the Subrecipient Monitoring Form (Appendix 3: Subrecipient Monitoring Form).

VI. SUBRECIPIENT INTERVENTIONS

The COUNTY may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If the COUNTY determines that the subrecipient is not in compliance with the subaward, the COUNTY may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

The COUNTY must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the COUNTY otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

1. Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
2. More frequent or more thorough reporting by the subrecipient
3. More frequent monitoring by the COUNTY
4. Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

1. Restrictions on funding payment requests by subrecipient
2. Disallowing payments to subrecipient
3. Requiring repayment for disallowed cost items
4. Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

1. Temporary or indefinite funding suspension to subrecipient
2. Nonrenewal of funding to subrecipient in subsequent year
3. Terminate funding to subrecipient in the current year
4. Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by county administration or the county manager's designee using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by the county attorney, the county manager may fully execute the subaward agreement, subject to any required budget amendments by the governing board and preaudit requirements.

APPENDIX 1: Subrecipient or Contractor Classification Checklist

If the COUNTY wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, the COUNTY must determine if the relationship with the outside entity is a contractor or subrecipient. To do so the COUNTY must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records.

Instructions: Complete Sections 1-3. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between the COUNTY and outside entity. In borderline cases, the COUNTY may either provide a written justification for its determination in Section 3 or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: _____

SECTION 1.
Brief Description of Nature of Proposed Agreement:

Subrecipient: A subaward is for the purpose of carrying out a portion of a federal award and creates a federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

- ☐ May determine who may be eligible to receive federal assistance under the program guidelines. *For example: A subrecipient that identifies mentors and mentees under a mentoring program.*
- ☐ Has its performance measured in relation to whether objectives of a federal program were met. *The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury.*
- ☐ Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
- ☐ In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. *For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.*
- ☐ The subrecipient will not earn a profit under the agreement.
- ☐ The subrecipient is required to contribute cash or in-kind match in support of the subaward.

SECTION 2.
Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. *Entities that include these characteristics are not subject to compliance requirements of the federal program because of the agreement, though similar*

requirements may apply for other reasons. A contractor relationship may have one or more of the following characteristics:

- ☐ Provides goods and services within normal business operations.
- ☐ Provides similar goods or services to many different purchasers.
- ☐ Normally operates in a competitive environment.
- ☐ Provides goods or services that are ancillary to the operation of the federal program.
  Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging.
- ☐ The entity may earn a profit under the contract.

FINAL DETERMINATION:

☐ **Subrecipient**

☐ **Contractor**

SECTION 3.

Justification. In determining whether an agreement between a recipient and another non-federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

Signature_____ **Date**_____

Print Name and Title_____

APPENDIX 2: Subrecipient Risk Assessment

Subrecipient Information

Subrecipient Name (must match the name associated with its unique entity identifier)	
Subrecipient Unique Entity Identifier	
Brief Description of Subaward Project and Role of Subrecipient	
Name and Title of Subrecipient Personnel Providing Information for this Assessment	

Choose an item.	Is the entity prohibited from receiving federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with Granville County? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

RISK CATEGORY	RATING LABEL	COMMENTS
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?	Choose an item.	
4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	

Financial Management, Systems, & Personnel		
7. Does the entity have a financial manage-ment system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	**If low or moderate (yes),** list the last three agencies and award periods.
(a) **If low or moderate (yes),** what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	**If low (yes),** provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	**If low or moderate (yes),** provide a copy of the most recent audit and **do not complete the rest of the Audit Section.**
(a) **If high (no) to 20.,** does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.

Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? (*Note: This question does not impacted weight of risk assessment*)	Choose an item.	**If yes,** what is the rate? **If no,** indicate that de minimis 10% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall **level of risk**	Choose an item.	

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By _____ Date of Assessment _____

APPENDIX 3: Subrecipient Monitoring Form

This report reflects the COUNTY's substantive assessment of the subrecipient's project implementation and subaward compliance. The COUNTY's project manager assigned to the subaward or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, and following review by the Finance Director, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. SUBAWARD OVERVIEW (complete this section for all reviews)

Staff Information

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

Subrecipient Information

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

Grant Review Information

					Review Period	
Grant	**Project #**	**Award $**	**POP Begin**	**POP End**	**Beginning Date**	**Ending Date**

Type of Monitoring

	Type of Monitoring	Date Completed	Comments
☐	Payment Validation (*Complete this column, but not the rest of the form.)*		
☐	Report Review (*Complete this column, but not the rest of the form.)*		
☐	Audit or Procedures Engagement Review (*Complete this column, but not the rest of the form.)*		
☐	Desk Review (*If desk review, complete the rest of the form.*)		
☐	Onsite Review (*If onsite review, complete the rest of the form.)*		

II. DESK AND ONSITE REVIEWS (complete this section for desk and onsite reviews only)

Pre-Meeting Notes

List any issues, concerns, or other specialty items for follow-up during review.

1.

2.

Summary of Progress

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

Monitoring Overview

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

DRAFT

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

Monitoring Specifics (Complete all fields that are applicable to the subaward.)

Activity Goals	☐ **N/A**	**Yes**	**No**	**N/A**
Scope of Service, # of People to be Served, and any Special Terms stated in the Subaward Agreement.				
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?		☐	☐	☐
(a) If yes, was the Recipient informed of the change?		☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?		☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?		☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?		☐	☐	☐

5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?	☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)	☐	☐	☐
7. Did the activity funding source change?	☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?	☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?	☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?	☐	☐	☐
General Comments			

General Compliance	**Yes**	**No**	**N/A**
Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the ARP/CSLFRF subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?			
14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
Describe any technical assistance/training provided to subrecipient during the project period.			
General Comments			

Employee Reimbursement ☐ **N/A**	**Yes**	**No**	**N/A**
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.			
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?			

16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?			
17. Does the subrecipient have a Reimbursement Policy?			
Examine two or more reimbursements that were paid out of the grant being monitored.			
18. Were the detailed receipts provided to support the amounts requested?			
19. Were the expenses in compliance with grant requirements/guidelines and UG?			
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?			
General Comments			

Equipment ☐ **N/A**	**Yes**	**No**	**N/A**
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.			
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.			
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.			
Request an inventory list, physical locate selected items, and examine items to ensure compliance.			
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
2. Has all equipment indicated as purchased actually been purchased?			
3. Was equipment purchased in accordance with required procurement rules/policies?			
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?			
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?			
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?			
7. Has the inventory been updated, and did it account for all items transferred to other entities?			
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?			
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management ☐ N/A	Yes	No	N/A
What is the Accounting System for each grant program?			
1. Is there a separate accounting for all financial transactions for the subaward?			
2. Is a process in place to prevent co-mingling of funds?			
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?			
4. Are accounting records supported by source documentation?			
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?			
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?			
7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?			
What is the process for approval and payment of expenditures and posting to the General Ledger?			
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?			
9. Were the applicable state/federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?			
10. Are all invoices reviewed by the project director for eligibility and marked 'ok to pay' prior to being submitted to the finance office for payment?			
11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?			
12. Are cancelled checks or warrants available for review?			
13. Were all subaward funds that were received disabused within the allowable timeframe?			
What is the reconciliation process, and how are errors or adjustments handled?			
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?			
15. Does the subrecipient have sufficient internal controls for reconciliations?			
16. Were actions taken to promptly correct any errors and/or resolve issues?			
General Comments			

Other Direct Costs ☐ N/A	Yes	No	N/A
How are rent, utilities, and other items allocated for the program?			
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?			
2. Are receipts, bills, and invoices properly maintained?			
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?			
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?			
General Comments			

Personnel/Direct Labor	☐ N/A	Yes	No	N/A
Describe the payroll process and who is paid by the subaward.				
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?				
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.				
3. Are individual employee time sheets and attendance records:				
• Prepared and signed by each employee for each pay period?				
• Reviewed and signed by each employee's supervisor?				
• Reconciled to the payroll master ledger?				
4. Are all authorized staff positions filled for the approved budget?				
5. Are staff salaries consistent with the approved budget?				
6. Are fringe benefits the same as what is listed in the approved budget?				
General Comments				

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
General Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	☐ N/A	Yes	No	N/A
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.				
1. Is employee travel approved in advance by a supervisor or project manager?				
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?				
4. Are mileage reimbursements supported by a mileage log or similar documentation?				
General Comments				

Single Audit Review	☐ N/A	Yes	No	N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				
1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?				
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?				
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?				
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?				
General Comments *(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).*				

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

APPENDIX 4: Subaward Agreement Template

CAREFULLY REVIEW AND AMEND THIS TEMPLATE TO ADDRESS THE SPECIFIC NATURE OF THE SUBAWARD.

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
Granville County, North Carolina
and
[NAME OF SUBRECIPIENT]

Article I. Overview

Section 1.1. Parties. The parties to this agreement are Granville County, North Carolina, a body politic and political subdivision of the State of North Carolina ("COUNTY") and [FULL LEGAL NAME OF SUBRECIPIENT], a North Carolina [NON-PROFIT CORPORTATION, FOR-PROFIT CORPORATION, GOVERNMENT ENTITY, ETC.] ("Subrecipient").

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the COUNTY serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the $11.7M allocated to the COUNTY by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the COUNTY.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the COUNTY to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period [START DATE] (the "Effective Date") through [END DATE] ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

Article II. Scope of Funded Activities

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the COUNTY and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the COUNTY; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of COUNTY.

Article III. Compensation

Section. 3.1. Payment of Funds. COUNTY agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed $[_____] ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the COUNTY if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this

Agreement. [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS GRANVILLE COUNTY WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE.]

Section. 3.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by the COUNTY, for the most recent month ended, to [DEPARTMENT NAME OR POSITION TITLE AND INDICATE HOW SUBRECIPIENT MUST SUBMIT INFO (MAIL, EMAIL, ETC.)], setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, the COUNTY may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, the COUNTY shall notify Subrecipient as to the disapproval. A decision by the COUNTY to disapprove a reimbursement claim is final. There is no appeal process for subrecipient. If the approves payment, funds will be disbursed without further notice. [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS THAT GRANVILLE COUNTY WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE. LG SHOULD ALSO INDICATE HOW PAYMENTS WILL BE MADE – CHECK, ELECTRIC FUNDS TRANSFER, ETC.]

Section. 3.3. COUNTY's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by the COUNTY from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the COUNTY receives from the ARP/CSLFRF is reduced, it may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The COUNTY also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the COUNTY if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. The COUNTY shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established COUNTY and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. The COUNTY may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement. [DRAFTER NOTE: IF THE SUBRECIPIENT HAS A NICRA WITH ANOTHER FEDERAL AGENCY THAT IS HIGHER THAN THE DE MINIMIS INDIRECT RATE OF 10%, YOU MUST USE THE SUBRECIPIENT'S NICRA TO CALCULATE ITS INDIRECT RATE. SEE 2 CFR 200.332(a)(4)(ii)]

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to the COUNTY such reports and back-up data as may be required by the Federal Government or the COUNTY, including such reports which enable the COUNTY to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

REPORT	DEADLINE
[INSERT APPLICABLE REPORT REQUIREMENTS HERE]	[INSERT APPLICABLE DEADLINES]

[DRAFTER NOTE: REVIEW TREASURY PROJECT & EXPENDITURE REPORT AND RECOVERY PLAN DEADLINES AS A GUIDELINE FOR DEVELOPING TIMELINE. SEE TREASURY COMPLIANCE AND REPORTING GUIDANCE]

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the COUNTY following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the COUNTY, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by the COUNTY under this Agreement or any other agreements between the COUNTY and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide the COUNTY with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement. [DRAFTER NOTE: BASED ON THE RISK ASSESSMENT OF THE SUBRECIPIENT, GRANVILLE COUNTY MAY IMPOSE A MORE LIMITED PROCEDURES ENGAGEMENT REQUIREMENT ON A SUBRECIPIENT THAT IS NOT SUBJECT TO A SINGLE AUDIT. IF SO, THAT REQUIREMENT SHOULD BE SPELLED OUT HERE. THE COUNTY WILL ARRANGE FOR THE PROCEDURES ENGAGEMENT WITH THE AUDITOR AND PAY FOR IT. ARP/CSLFRF FUNDS MAY BE USED TO COVER THESE COSTS IF THE PROCEDURES ENGAGEMENT IS LIMITED TO ALLOWABLE COSTS UNDER THE UNIFORM GUIDANCE.]

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by the COUNTY no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. The COUNTY will not accept a payment request submitted after this date without prior authorization from the COUNTY. In consideration of the execution of this Agreement by the COUNTY, Subrecipient agrees that acceptance of final payment will constitute an agreement by Subrecipient to release and forever discharge the COUNTY, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the COUNTY under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the COUNTY. Such requirements shall include submitting final reports and providing any closeout-related information requested by the COUNTY by the deadlines specified by the COUNTY. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the COUNTY and the US Department of Treasury,

and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. The COUNTY may assist Subrecipient in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how Subrecipient must administer the subaward and how the COUNTY must oversee Subrecipient.

The applicable UG provisions are as follows:

Subpart A, Acronyms and Definitions
Subpart B, General provisions
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)
Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))
Subpart E, Cost Principles
Subpart F, Audit Requirements
2 CFR Part 25 (Universal Identifier & System for Award Management)
2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)
2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. The COUNTY may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of the COUNTY's assistance, it is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by the COUNTY.

Section. 5.4. Procurement Requirements.

(a) **Federal.** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services shall be conducted in a manner providing full and

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.

2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to the COUNTY any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
5. Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).

(b) **Local**. In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following: [DRAFTER NOTE: ADJUST THIS SECTION TO FIT ANY COUNTY-SPECIFIC REQUIREMENTS.]

1. **Reporting**. Subrecipient shall document, in its quarterly report to the COUNTY, the status of all contracts executed in connection with this Agreement.
2. **County review of solicitations**. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation to the COUNTY. The COUNTY will review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 CFR 200.324, the COUNTY will review the solicitation for compliance with applicable procurement standards. The COUNTY's review and comments shall not constitute a binding approval of the solicitation. Regardless of the COUNTY's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review the COUNTY identifies any deficiencies, it will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.
3. **County review of contracts**. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward a copy of the written contract prior to contract execution to the County. The COUNTY shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 C.F.R. §200.324, the COUNTY will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. The COUNTY's review and comments shall not constitute an approval of the contract. Regardless of the COUNTY's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review the COUNTY identifies any deficiencies, it will communicate those deficiencies to Subrecipient as soon as possible within the three (3) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

(c) **Mandatory Contract Provisions.** Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by the COUNTY.

[DRAFTER NOTE: CONSIDER WHETHER TO PROVIDE LIST OF REQUIRED CONTRACT PROVISIONS IN APPENDIX]

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from the COUNTY.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316. [DRAFTER NOTE: NEED MORE HERE ABOUT PROPERTY MANAGEMENT, APPLICATION OF UG REQUIREMENTS, VESTED OWNERSHIP, AND LOCAL GOVERNMENT APPROVALS]

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307. [DRAFTER NOTE: IF THE SUBAWARD ACTIVITY WILL INVOLVE THE GENERATION OF PROGRAM INCOME, YOU'LL NEED TO FLESH THIS SECTION OUT. SEE THIS POST AND SAMPLE PROGRAM INCOME POLICY FOR MORE DETAILS].

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the COUNTY, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq*.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the COUNTY immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the

COUNTY with all information requested by the COUNTY to enable it to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the COUNTY proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Granville County, North Carolina by the U.S. Department of the Treasury."

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the COUNTY within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction). [CONFIRM WHETHER THIS SECTION IS REQUIRED.]

Section 5.20. Drug-free Workplace Requirements. [DETERMINE WHAT US TREASURY'S POLICY IS IMPLEMENTING 2 CFR 182]

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

[ADD ANY ADDITIONAL SECTIONS REQUIRED BY STATE LAW OR GENERAL CONTRACT PRINCIPLES]

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. COUNTY Responsibilities. The COUNTY shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. The COUNTY must

determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The COUNTY may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in the COUNTY's Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds, see Exhibit E (Subaward Policy). The following specific monitoring activities apply to this Agreement:

[LIST APPROPRIATE MINIMUM MONITORING ACTIVITIES HERE – REFERENCE LISTS IN SUBAWARD POLICY. IF MEDIUM OR HIGH-RISK MONITORING APPLIES, ADD THE FOLLOWING DETAILED INFORMATION:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.]

Section. 6.2. Subrecipient Responsibilities.

(a) Cooperation with COUNTY Oversight. Subrecipient shall permit the COUNTY to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Granville County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If the COUNTY determines that Subrecipient is not in compliance with this Agreement, it may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If the COUNTY determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the COUNTY otherwise learns of a compliance or performance deficiency related to the execution of this Agreement.

The written notice shall notify Subrecipient of the following related to the intervention:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.

The COUNTY may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that the COUNTY determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

(1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
(2) More frequent or more thorough reporting by the Subrecipient
(3) More frequent monitoring by the COUNTY
(4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

(1) Restrictions on funding payment requests by Subrecipient
(2) Disallowing payments to Subrecipient
(3) Requiring repayment for disallowed cost items
(4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

(1) Temporary or indefinite funding suspension to Subrecipient
(2) Nonrenewal of funding to Subrecipient in subsequent year
(3) Terminate funding to Subrecipient in the current year
(4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of the COUNTY.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Granville County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify COUNTY of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Default and Termination

Section. 7.1. Termination for Cause. The COUNTY may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. The COUNTY may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. The COUNTY and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to the COUNTY because of any breach of Agreement by Subrecipient. The COUNTY may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due from Subrecipient is determined.

Article VIII. General Conditions

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the COUNTY and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section. 8.2. Insurance. Subrecipient must maintain insurance policies with minimum limits as follows: [INSERT COUNTY'S INSURANCE REQUIREMENTS.]

Coverage	Minimum Limits

The COUNTY may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide the COUNTY with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide the COUNTY prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by the COUNTY for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name the COUNTY as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to the COUNTY. If Subrecipient fails at any time to maintain and keep in force the required insurance, the COUNTY may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. The COUNTY and Subrecipient agree that they executed and performed this Agreement in Granville County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Granville County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by the COUNTY constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of COUNTY Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the COUNTY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the COUNTY's prior written consent. Unless the COUNTY otherwise agrees in writing, Subrecipient and all assigns are subject to all the COUNTY's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the COUNTY's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the COUNTY:
[ADDRESS HERE]
[EMAIL HERE]

(b) If to the Subrecipient:
[ADDRESS HERE]
[EMAIL HERE]

IN WITNESS WHEREOF, the parties have caused this Agreement to the signed by their duly constituted legal representatives and is effective as of the Effective Date.

GRANVILLE COUNTY:

_____
Name and Title

_____
Signature

_____
Date

ATTEST:

_____

[SUBRECIPIENT NAME]:

_____
Name and Title

_____
Signature

_____
Date

DRAFT

EXHIBIT A: SUBAWARD DATA

Subrecipient Name:	[Insert Subrecipient name, which must match the name associated with its unique entity identifier]
Subrecipient Unique Entity Identifier:	[Insert Subrecipient Unique Entity Identifier]
Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
Federal Award Date of award to recipient by federal agency:	[Insert date]
Subaward Period of Performance Start Date:	[Insert date]
Subaward Period of Performance End Date:	[Insert date]
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient:	[Insert Total Agreement Funds]
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current obligation:	[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the Total Agreement Funds specified above]
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	[Insert amount]
Federal Award Project Description:	[Insert description]
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	Granville County, North Carolina
Contact Info for Granville County Authorizing Official:	[Insert contact information]
Contact Infor for County Project Manager:	[Insert contact information]
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See Exhibit C – Approved Budget

EXHIBIT B: APPROVED ACTIVITIES

[DESCRIBE IN DETAIL WHAT THE SUBRECIPIENT WILL DO WITH THE MONEY]

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EXHIBIT C: APPROVED BUDGET

Consult the COUNTY's Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES			TOTAL REVENUE
Granville County Coronavirus State and Local Fiscal Recovery Funds Awarded		$	
BUDGET COST CATEGORIES	**OMB UNIFORM GUIDANCE FEDERAL AWARDS REFERENCE 2 CFR 200**		**TOTAL EXPENDITURES**
1. Personnel (Salary and Wages)		$	
2. Fringe Benefits		$	
3. Travel		$	
4. Equipment		$	
5. Supplies		$	
6. Contractual Services and Subawards		$	
7. Consultant (Professional Service)		$	
8. Construction		$	
9. Occupancy (Rent and Utilities)		$	
10. Research and Development (R&D)		$	
11. Telecommunications		$	
12. Training and Education		$	
13. Direct Administrative Costs		$	
14. Miscellaneous Costs a. Advertising and public relations costs b. Materials and supplies costs, including costs of computing devices		$	
15. *Add* additional *cost items as needed*			
16. Total Direct Costs (add lines 1-15)		$	
17. Total Indirect Costs			
Rate %: Base*:		$	
18. Total Costs Federal Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	

** The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.*

EXHIBIT D: LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature of Subrecipient's Authorized Official

_____

Name and Title of Subrecipient's Authorized Official

_____

Date

EXHIBIT E: SUBAWARD POLICY

[APPEND THE COUNTY'S SUBAWARD POLICY HERE]

DRAFT

EXHIBIT F: KEY PERSONNEL

COUNTY INFORMATION	
Administrative Address:	106 Belle Street, Oxford NC 27565
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Phone:	
Fiscal Officer Name:	Steve McNally
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Steve.mcnally@granvillecounty.org
Fiscal Officer Phone:	
SUBRECIPIENT INFORMATION	
Administrative Address:	
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Phone:	
Fiscal Officer Name:	
Fiscal Officer Title:	
Fiscal Officer Email:	
Fiscal Officer Telephone:	

Granville County Government

UNIFORM GUIDANCE PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to establish guidelines that meet or exceed procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. To the extent that other sections of procurement policies and procedures adopted by Granville County Government are more restrictive than those contained in this policy, local policies and procedures shall be followed.

II. POLICY

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any sub-recipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Granville County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

E. **Contract Requirements**. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R §200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. GENERAL PROCUREMENT STANDARDS AND PROCEDURES

The purchasing or requesting department shall procure all contracts in accordance with the requirements of this Section of the Policy.

A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The purchasing and/or requesting department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. **Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. **Documentation.** Documentation detailing the history of all procurements must be maintained by the purchasing and/or requesting department. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources

solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. **Cost Estimate.** For all procurements costing $250,000 or more, the purchasing and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements.** The Granville County attorney, county manager, or finance director must prepare a written contract incorporating the provisions referenced in Section II: C of this Policy.

L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. **Contractor Oversight.** The county manager and finance director must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. SPECIFIC PROCUREMENT PROCEDURES

The county manager, finance director, and/or the requesting department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

A. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing less than $30,000</u>** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. §200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing $30,000 up to $90,000</u>** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. §200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal

grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

C. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing $90,000 and above</u>** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) and state formal bidding procedures (G.S. §143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee or has approved the purchase during the budget process. Any and all bids may be rejected only for "sound documented reasons."

   Note Regarding Service Contracts Costing $90,000 up to $250,000: *Local government service contracts are not subject to state competitive bidding requirements. If a local government does not require competitive proposals (RFPs) for service contracts under its local policy, it may choose to follow the UG small purchase procedure for service contracts costing $30,000 up to $250,000, and then follow the UG sealed bid or competitive proposal method for service contracts costing $250,000 or more. If the local policy regarding service contracts is more restrictive, the local policy should be followed.*

D. **Service Contracts** (except for A/E professional services) **<u>costing $250,000 and above</u>** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. §200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being

sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
3. Identify evaluation criteria and relative importance of each criterion (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Utilize a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. Construction and repair contracts costing less than $30,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. §200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. Construction and repair contracts costing $30,000 up to $250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. §200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required for any repair or construction contract that exceeds $30,000 and requires bidding per NC General Statutes. Governing board approval can be delegated to the county manager or finance director.

G. Construction and repair contracts costing $250,000 up to $500,000 shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).

2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required as long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required. Any and all bids may be rejected only for "sound documented reasons."

H. Construction and repair contracts <u>costing $500,000 and above</u> shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) and state formal bidding procedures (G.S. §143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of three bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the three-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board

approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."

I. **Construction or repair contracts involving a building <u>costing $300,000 and above</u>** must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. §143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. §143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. §143-129(a1).

J. **Contracts for Architectural and Engineering Services costing <u>under $250,000</u>** shall be procured using the state "Mini-Brooks Act" requirements (G.S. §143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. §200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the purchasing and/or requesting department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is required.

K. **Contracts for Architectural and Engineering Services costing <u>$250,000 or more</u>** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. §200.320(d)(5)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Utilize a written method for conducting technical evaluations of proposals and selecting the best qualified firm.

6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is required.

V. EXCEPTIONS

Non-competitive contracts are allowed ***only*** under the following conditions ***and*** with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The purchasing and/or requesting department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds as long as awarding the contract without competition is consistent with state law.

Granville County
Sheriff's Office
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Debra Weary
Department:	Sheriff's Office
Date:	June 1, 2022
Title:	**Request to Surplus and Sale K-9 Raven**

PURPOSE:
To authorize the sale of K9 "Raven" to Deputy Nate Davis who has served as Raven's handler for the past year.

BACKGROUND:
Deputy Davis is leaving employment with Granville County Sheriff's Office to pursue employment with another local law enforcement agency. During his time as Raven's handler, Davis has formed a unique bond with Raven that would most likely make it difficult for another handler to adopt to Raven and have the same productive effect in a law enforcement setting.

The Granville County Sheriff's Office purchased Raven for $2,500 in 2020 and an additional $1,300 was expended on Raven's initial training with her original handler. When Deputy Davis became her handler approximately one year ago, her training with him was conducted in-house at no additional expense.

Included for reference is a copy of the original invoice for the purchase of K-9 Raven from Baker Canine. This invoice shows the combined purchase fee of $2,500 and initial training fee of $1,300. Also attached for reference is a copy of the Canine Ownership Transfer Agreement with Deputy Davis, subject to the Board's final approval.

Sheriff's Note: During the time as Raven's handler, Deputy Davis successfully participated in the seizure of approximately $500,000 in illegal drug proceeds. Deputy Davis has agreed to cover routine care expenses for Raven at his expense until the Board of Commissioners has decided on this action.

RECOMMENDATION:
Sheriff Hardy recommends that Deputy Davis be allowed to purchase K-9 Raven for a cost of $2,500, based on the original purchase price of the K-9.

ATTACHMENTS:
Original Invoice and Transfer Agreement

ACTION TAKEN:

Office of the Sheriff

"In God We Trust"

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

Canine Ownership Transfer Agreement

This canine ownership transfer agreement, made May 20, 2022, between Investigator Nathaniel Davis and Sheriff John Hardy (Granville County Sheriff's Office), provides as follows:

1. The Granville County Sheriff's Office wishes to retire K9 Raven from active service due to the current handler leaving the department. It is the recommendation of Sgt. W.R. Parrish that this happens due to the health and mental status of the K9 going through multiple handlers.
2. Investigator Nathaniel Davis was the K9 handler assigned by the Granville County Sheriff's Office to serve, care for, train, and provide medical care on and off duty for K9 Raven.
3. Investigator Nathaniel Davis has requested to purchase K9 Raven from the Granville County Sheriff's Office for a monetary amount to be determined later. Investigator Davis is asking after this monetary amount is paid that the ownership of K9 Raven and the full responsibility for her care, food, veterinary needs, lodging, maintenance, and supervision be transferred to himself. During the time needed to obtain a monetary amount Investigator Davis has agreed to care for K9 Raven at no cost to the Granville County Sheriff's Office. The Granville County Sheriff's Office would only be responsible for any emergency veterinary needs if any should arise during this time.
4. The Granville County Sheriff's Office and Nathaniel Davis agree that it is in the best interests of K9 Raven that this retirement take place for the physical and mental health of K9 Raven.

Now, therefore, the parties agree as follows:

The Granville County Sheriff's Office will transfer sole ownership, custody, and responsibility for K9 Raven to Investigator Nathaniel Davis once the monetary amount is paid. At that time Investigator Nathaniel Davis will accept sole ownership of K9 Raven without reimbursement or compensation. Investigator Nathaniel Davis agrees that he will hold the Granville County Sheriff's Office and the County of Granville harmless from all claims for loss, injury, damages, and liability of whatever kind, caused or alleged to be caused by K9 Raven. Whether Investigator Nathaniel Davis, or any other person is deemed negligent or alleged to be negligent. This is with respects to care, control, supervision, and maintenance.

Sheriff John Hardy

Investigator Nathaniel Davis

Baker Canine

P. O. Box 634
Hillsborough, North Carolina 27278
Cell 919-418-7800

QUOTE 200730

QUOTE

Customer

Name: Granville County Sheriff's Office
Address: 143 Williamsboro Street
City: Oxford State: NC ZIP: 27565
Phone: 919-693-3213

Date: 7/30/20
Quote by: Mike Baker
Vendor #:

Qty	Description	Unit Price	TOTAL
1	Police Service Dog trained in narcotic detection Based on selected dog passing selection process	$3,800.00	$3,800.00

SubTotal	$3,800.00
Shipping & Handling	$0.00
Taxes State	
TOTAL	$3,800.00

Payment Details

Make check payable to: **Baker Canine**
Check #_____
Purchase Order

Phone: _____

Thank You for Your Business

8-26-20
FILE COPY

VENDOR# _____ INV # 200730
VENDOR NAME Baker Canine PO# 30387
ACCT# Special Acct $3800.00
TAX $ — TOTAL $ 3800.00
(DEPT) _____ (FIN) _____

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 6, 2022
Title:	**Proclamations, Resolutions and Legislative Matters**

PURPOSE:
This item on the agenda will be used for the introduction of proclamations, resolutions, or legislative matters. It can also be used for the general discussion of related matters.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: May 20, 2022
Title: **Opioid Advisory Committee**

PURPOSE:
To make an appointment to the Opioid Advisory Committee.

BACKGROUND:
There is a vacancy on the committee in the Behavioral Health Specialist position.

Others serving:	Andre Oakley	Sheriff's Designee
	David Yancey	Law Enforcement Representative
	Lisa Harrison	Health Director
	Michael Felts	County Manager
	Jimmy Gooch	County Commissioner
	Tim Karan	County Commissioner
	Russ May	County Commissioner
	Bobby Wheeler	Pharmacy Representative
	John Snow	Medical/Hospital Representative
	Scott Phillips	Family Member Representative
	Elliot Clark	Vaya Health, Ex-Officio
	Danielle Harris	Drug-Free Coalition of Granville County, Ex-Officio
	Terry Hobgood	Staff Representative

RECOMMENDATION:
The Opioid Advisory Committee voted to recommend the appointment of Ben Mastridge to the Behavioral Health Specialist vacant position on the Committee.

ACTION TAKEN:

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 2, 2022
Title: **Granville County Library System Board of Trustees**

PURPOSE:
To make appointments to the Granville County Library System Board of Trustees.

BACKGROUND:
Stacey Buffinga (District 1) and Pam Muller (District 6) have resigned and need to be replaced.

Others serving:	Helen Mitchell	District 2
	Karen Alley	District 7 appointed by 3
	Juanita Rogers	District 4
	Edelizete Pauplis	District 5
	Teresa Walker	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 2, 2022
Title:	**JCPC County Plan and Membership List for Fiscal Year 2022-2023**

PURPOSE:
The Granville County JCPC 2022-2023 County Funding Plan as well as the JCPC Certification and Council's Specified Members' List needs to be certified before June 30, 2022.

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.

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

ATTACHMENTS:
NC DPS Community Programs-County Funding Plan
Recommended Membership Roster

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	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
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 Succes 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 2022 - 2023.

5/23/22

Chairperson, Juvenile Crime Prevention Council (Date)

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

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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	Laurin Curtis	Direcotr of Student Support Services	☑	White	Female
2) Chief of Police or designee	Keith King	Chief of Police Creedmoor		White	Male
3) Local Sheriff or designee	Benji Laws	SRO	☑	White	Male
4) District Attorney or designee	Dananai Gardner	ADA	☑	Black or African-American	Female
5) Chief Court Counselor or designee	David Carter	Chief Court Counselor		White	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Laquitia Cozart	System of Care Coordinator	☑	Black or African-American	Female
7) Director DSS or designee	Dana Mustain-Lyles	CPS Supervisor	☑	White	Female
8) County Manager or designee	Harry Mills	Economic Development Director	☑	Black or African-American	Male
9) Substance Abuse Professional	Danielle Harris	SA Professional		Black or African-American	Female
10) Member of Faith Community	Tolokun Omokunde	Pastor		Black or African-American	Male
11) County Commissioner	Russ May	Commissioner		White	Male
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Mary Jo Vanhorne	Guardian Ad Litem		White	Female
14) Juvenile Defense Attorney	Gina Reyman	Legal Aid Attorney		White	Female
15) Chief District Judge or designee	Katherine Burnette	District Court Judge		White	Female
16) Member of Business Community	Sandy Santos	Clayton Homes		Hispanic/Latino	Female
17) Local Health Director or designee	Meredith Webster	Social Worker	☑	White	Female
18) Rep. United Way/other non-profit	Lasha Sneed	Families Living Violence Free		Black or African-American	Female
19) Representative/Parks and Rec	Tina Cheek	Oxford Parks and Recreation Director		White	Female
20) County Commissioner appointee	Alex Fonveille	District 2		White	Male
21) County Commissioner appointee	Alvin Downing	District 5		Black or African-American	Male
22) County Commissioner appointee	Cynthia Yancey	District 4		White	Female
23) County Commissioner appointee	Ed Sosa	District 6		Hispanic/Latino	Male
24) County Commissioner appointee	Elliot Carver	District 3		Black or African-American	Male
25) County Commissioner appointee	Jackie Sergent	District 7		White	Female

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
26) County Commissioner appointee	Leroy Anderson	District 1		Black or African-American	Male

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 2, 2022
Title:	**Kerr-Tar Workforce Development Board**

PURPOSE:
To make appointments and/or reappointments.

BACKGROUND:
The terms of Hal Muetzel (Private Industry), Allen Winston (Private Industry), Norman Terrence Wilson(Labor Organization) and Harry Mills (Economic Development) expire in June. A letter from Lou Grillo, Workforce Development Director, is attached that recommends their reappointments.

Others serving:	Sara Lloyd	Higher Education
	Gordon Agingu	Division of Vocational Rehabilitation Monica
	Satterwhite	Division of Workforce Solutions)
	Rev. Phillip Betts	Community-Based Organization
	Tana Chamberlain	Private Industry
	Commissioner Timothy Karan	Elected Official

RECOMMENDATION:
Lou Grillo, Workforce Development Director, recommends the reappointments of Sara Lloyd (Higher Education), Gordon Agingu (Division of Vocational Rehabilitation), Monica Satterwhite (Division of Workforce Solutions) and Rev. Phillip Betts (Community-Based Organization). He recommends Tana Chamberlain to fill the Business position that was previously held by Jeff Tingen with Altec who has requested to come off the Board. Ms. Chamberlain lives in Granville County (District 4) and works with Mako Medical Laboratories.

ATTACHMENTS:
Reappointment Request

ACTION TAKEN:

Kerr-Tar
Regional Council
Of Governments

Diane Cox
Executive Director

May 24, 2022

Ms. Debra Weary, Clerk
Granville County Board of Commissioners
P.O. Box 906
Oxford, NC 27565

Member Governments

COUNTIES
Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES
Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

Dear Ms. Weary:

I write to request that the Granville County Board of Commissioners re-appoint the following individuals for a two year term to the Kerr-Tar Workforce Development Board. All members listed regularly attend meetings and are actively involved with the direction of the board.

Hal Muetzel, Franchise Owner of Express Employment Professionals in Oxford.
Mr. Muetzel is currently serving as Chairman of the Board. He will continue to serve in the required position of Business Representative.

Allen Winston, Chief Financial Officer of Winston International.
Mr. Winston serves in the required position of Business Representative.

Norman Wilson, member of the American Postal Workers Union.
Mr. Wilson serves in the required position of Labor Organization Representative.

Harry Mills, Granville County Economic Development Director.
Mr. Mills serves in the required position of Economic Development Representative.

Thank you for your assistance. If you have any questions or need additional information, please contact me at 252-436-2040.

Sincerely,

Lou Grillo

Lou Grillo
Workforce Development Director

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 2, 2022
Title:	**KARTS**

PURPOSE:
To consider a reappointment to KARTS (Kerr Area Transportation Authority).

BACKGROUND:
The term of Adonica Hampton expires in June.

Others serving: Commissioner Zelodis Jay

ACTION TAKEN:

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 1, 2022
Title: **Letter of Support for PAPI Replacement at Henderson-Oxford Airport**

PURPOSE:
Review draft comments on the HOGV Airport proposed PAPI project.

BACKGROUND:
Diane Cox with the Kerr-Tar Regional Council of Government has forwarded a request for comments related to a proposed project at the Henderson-Oxford Airport (HNZ). The HNZ Precision Approach Path Indicator (PAPI) visual aid system has been in service since 1991 and has exceeded its design life. The airport authority proposes to upgrade the PAPI to a 4-box unit to meet the objectives of the NC Airport System Plan for HNZ.

Attached is a copy of the letter requesting comments and a draft of proposed comments on behalf of Granville County for the Board's review and consideration.

FUNDING:
N/A

RECOMMENDATION:
The County Manager recommends approving the draft comments.

ATTACHMENTS:
Draft Letter of Support
Letter from Michael Baker International requesting comments

ACTION TAKEN:

GRANVILLE COUNTY BOARD OF COMMISSIONERS

104 BELLE STREET | POST OFFICE BOX 906 | OXFORD, NORTH CAROLINA 27565

June 1, 2022

Mr. Richard Darling
Project Manager - Environmental
Michael Baker International
8000 Regency Parkway, Suite 600
Cary, NC 27518

RE: Scoping for PAPI Replacement at Henderson-Oxford Airport, Granville County

Mr. Darling,

The County of Granville is pleased to offer comments concerning the proposed improvements to the Precision Approach Path Indicator (PAPI) visual aid system at the Henderson-Oxford Airport. The airport is a vital economic driver for our community. Maintaining the existing systems at the airport are essential to our economic vitality. The Granville County Board of Commissioners supports this improvement project.

In accordance with North Carolina Building Code, it is our opinion that an electrical permit from Granville County Development Services will be required in order to complete this project. The North Carolina Department of Environmental Quality may also require an erosion control permit based upon the level of disturbance indicated in the project description.

Any questions concerning permitting or mitigation requirements may be directed to Granville County Development Services Director, Scott Phillips at scott.phillips@granvillecounty.org or 919-603-1425.

Sincerely,

Tony W. Cozart, Chair
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 6, 2022
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 6, 2022
Title:	**Presentations by County Board Members**

PURPOSE:

Board members will make comments.

- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Commissioner Hinman
- Chairman Cozart

ACTION TAKEN:

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 6, 2022
Title:	**Any Other Matters**

PURPOSE:
Any other matters as needed.

ACTION TAKEN:

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 6, 2022
Title:	**Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter**

PURPOSE:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

ACTION TAKEN:

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 1, 2022
Title:	**Closed Session as allowed by G.S. 143-318.11(a)(6) - Personnel**

BACKGROUND:

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: