

Agenda

Granville County Board of Commissioners

May 17, 2021

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS



Monday, May 17, 2021

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

Consent Agenda

1. Contingency Summary
2. Budget Amendment #7
3. Minutes

Introductions, Recognitions and Presentations

4. Recognition - 2020 Governor's Volunteer Service Awards

Public Comments

5. Public Comments

Public Hearings

6. Public Hearing on Proposed FY 2021-2022 Budget

Planning Matters

7. Special Use Application

Public Safety Matters

8. VFD Workers' Compensation Funding

County Manager's Report

9. NCACC County Advocacy Week
10. USCOC Agreement Amendment
11. Senior Services - South Lease

County Attorney's Report

12. County Attorney's Report

Presentations by County Board Members

13. Presentations by County Board Members

Any Other Matters

14. Any Other Matters

Closed Session

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



Granville County Finance

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: May 12, 2021

Title: Contingency Summary

RECOMMENDATION:

Finance Director recommends approval.

ATTACHMENTS:

Contingency Summary May 17, 2021

ACTION TAKEN:

Contingency Summary
For FY 2020-2021 Budget
May 17, 2021

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):		Adjustment	
Date	Description/Action	Amount	Balance
7/1/2020	Budget Ordinance		\$ 180,000
9/8/2020	Third party consulting for Sheriff's department	\$ (100,000)	\$ 80,000
9/8/2020	Midway USA Foundation grant from 4-H Best to Cooperative Extension	\$ (450)	\$ 79,550
9/8/2020	Additional part-time help needed during Presidential elections	\$ (5,800)	\$ 73,750
10/5/2020	Annual E-911 maintenance contract with Motorola	\$ (51,740)	\$ 22,010
12/7/2020	Lease office space at 104 Belle Street	\$ (11,250)	\$ 10,760
12/7/2020	Fund increase bank fees	\$ (9,200)	\$ 1,560

Environmental Disaster Contingency (10-9910-993):		Adjustment	
Date	Description/Action	Amount	Balance
7/1/2020	Budget Ordinance		\$ 10,000

School Bond D/S Contingency (10-9910-994):		Adjustment	
Date	Description/Action	Amount	Balance
7/1/2020	Budget Ordinance		\$ 100,000
10/5/2020	Fund repairs of the boiler at Stovall Shaw Elementary School.	\$ 100,000	\$ -

Use of Fund Balance Summary - General Fund

Date	Description/Action	Adjustment	Balance
7/1/2020	Budget Ordinance		\$ 2,955,337
9/8/2020	Carry over of Cadinal Innovations grant from FY 2020	\$ 12,500	\$ 2,967,837
9/8/2020	Carry over remaining funds from Human Relations Commissin from FY 2020	\$ 4,947	\$ 2,972,784
9/8/2020	Fund one month's FY 18 window loan payment not previously requested by GHS	\$ 11,073	\$ 2,983,857
9/8/2020	Carry over fund for E-911 communations radio tower from FY 2020	\$ 90,000	\$ 3,073,857
9/8/2020	TANF funds received in June 2020 to be applied to FY 2021 Adoption incentives	\$ 13,637	\$ 3,087,494
9/8/2020	Carry over radio grant to fire districts from FY 2020	\$ 33,000	\$ 3,120,494
9/8/2020	Carryover order to Victory Supply for inmate clothing that was created in FY 2020	\$ 2,476	\$ 3,122,970
9/8/2020	Carry over funds for DSS vehicle purchase from FY 2020	\$ 25,000	\$ 3,147,970
9/8/2020	FY 2021 match portion of JCPC - Positive Actions	\$ 3,937	\$ 3,151,907
9/8/2020	Transfer first phase of CRF funding received in General Fund in FY 2020	\$ 796,963	\$ 3,948,870
10/5/2020	receipt of the Election Administration Assistance Fund grant	\$ (39,000)	\$ 3,909,870
11/2/2020	Rennovatins to GHS offices that will be leased by GV Health Department	\$ 1,078,400	\$ 4,988,270
11/2/2020	Lease payment to GHS for offices leased by GV Health Department	\$ 209,700	\$ 5,197,970
11/2/2020	Receipt of the supplemental CARES Act funds for COVID-related election exp's	\$ (26,500)	\$ 5,171,470
12/7/2020	Fund water/sewer evaluation design and permitting for Triangle North.	\$ 117,000	\$ 5,288,470
12/7/2020	Correct JCPC program balances	\$ (17,122)	\$ 5,271,348
12/7/2020	IT Expenditures (Office 365, Courthouse fiber, server installation)	\$ 105,000	\$ 5,376,348
12/7/2020	Funding of COTT System fees for FY 2021.	\$ 16,000	\$ 5,392,348
12/7/2020	Carry forward FY 2020 balance of Local Emerg. Mgmt Program Funds	\$ 71,548	\$ 5,463,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 72,000	\$ 5,535,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 18,500	\$ 5,554,396
1/19/2021	Board of Elections - Sanitizing poll facilities	\$ 50,000	\$ 5,604,396
1/19/2021	Board of Elections - additional election and poll workers	\$ 60,000	\$ 5,664,396
3/15/2021	Fund custodial positions for VGCC	\$ 3,594	\$ 5,667,990
3/15/2021	Additional Building Rent for temporary Senior Center - South facility	\$ 15,000	\$ 5,682,990
3/15/2021	Maintenance Contract for Motorola Solutions radio equipment	\$ 25,000	\$ 5,707,990
3/15/2021	Costs associated with refiancing Series 2010A RZEDB bonds	\$ 55,673	\$ 5,763,663
5/17/2021	Adjust available ROAP Funding	\$ (135,562)	\$ 5,628,101



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: May 12, 2021

Title: Budget Amendment #7

RECOMMENDATION:

Approval of Budget Amendment #7

ATTACHMENTS:

Budget Amendment #7

ACTION TAKEN:

Budget Amendment #7
5/17/2021

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

GENERAL FUND

Expenditures: Increase/(Decrease)			
General Government			
IT		40,000	
Community Services			
County Library System		3,200	
Jonesland Park Operation		8,000	
Construction Projects		(8,000)	
Human Services			
Social Services		(78,121)	
HCCBG & Transportation		(33,424)	
Area Projects and Other Appropriations			
Special Projects		45,000	
Non-Departmental		(100,700)	
Pass Thru Funds and Transfers		(88,856)	
<i>Total Expenditures</i>			(212,901)
Revenues: Increase/(Decrease)			
Restricted and Intergovernmental		(77,339)	
Appropriated Fund Balance		(135,562)	
<i>Total Revenues</i>			(212,901)

E-911 FUND

Expenditures: Increase/(Decrease)			
Phone System and Furniture		(7,000)	
Hardware		(12,000)	
Software		19,000	
<i>Total Expenditures</i>			0
Revenues: Increase/(Decrease)			
<i>Total Revenues</i>			0

				Budget Amendment #7	
(For reference only)					Balance
General Fund/Board of Elections					
Expenditures: Increase/ (Decrease)					
10-	4170	198	Contracted Services - Labor - COVID Related	\$17,000	\$17,000
10-	8540	120	Available for Grant Match	(17,000)	\$30,000

Description : Fund the delivery, installation and removal of sanitary election barriers for 2020 election by Apple Rock, as approved by the Granville County BoCC on May 3, 2020.

General Fund/Information Technology					
Expenditures: Increase/ (Decrease)					
10-	8540	128	IT & CONNECTIVITY	(40,000)	\$35,000
10-	4122	381	IT Licensing	28,000	\$234,589
10-	4122	399	IT Connectivity	10,500	\$226,310
10-	4122	510	Capital Outlay	1,500	\$6,336

Description : Fund unexpected license costs and construction costs needed to establish new Spectrum services.

General Fund/DSS

Expenditures: Increase/ (Decrease)

10-	5300	623	Energy Neighbor	766	\$6,844
10-	5300	622	Crisis Intervention	(40,000)	\$168,050
10-	5300	623	Energy Neighbor	372	\$7,216
10-	5300	623	Energy Neighbor	426	\$7,642

Revenues: Increase/(Decrease)

10-	3538	332	Public Assistance	(38,436)	\$522,165
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Description : Update funding for Crisis Intervention and energy public assistance (DSS budget amendments #11, 12, 13 and 14).

General Fund/Library

Expenditures: Increase/ (Decrease)

10-	6110	600	Library Hot Spot Initiative	\$3,200	\$3,200
10-	8540	120	Available for Grant Match	(\$3,200)	\$26,800

Description : Provide match for LSTA grant for the Library System Hotspot initiative.

General Fund/ DSS

Expenditures: Increase/ (Decrease)

10-	5300	638	COVID 19 - CPS/APS Expenditure	(\$38,903)	\$38,903
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Revenues: Increase/(Decrease)

10-	3538	342	COVID 19 - CPS/APS Revenue	(\$38,903)	\$38,903
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Description : Reverse Budget Amendment #3 approved 11/2/20. Budget amendment was inadvertently submitted twice.

General Fund/Non-Departmental

Expenditures: Increase/ (Decrease)

10-	5300	314	Workfirst Transportation	(\$782)	\$14,218
10-	5859	505	EDTAP - Transportation Grant	(\$33,424)	\$36,576
10-	8580	140	KARTS/RPG Allocation	(\$101,356)	\$4,304

Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	(\$135,562)	\$5,628,101
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Description : Adjust ROAP Funding to reflect available FY 2021 funds. Since there was no FY 2021 Funding from D.O.T., unexpended funds from FY 2020 were allotted for FY 2021.

General Fund/JCPC

Expenditures: Increase/ (Decrease)

10-	8580	146	JCPC -Trails to Success	\$12,500	\$30,235
10-	8540	120	Available for Grant Match	(\$12,500)	\$14,300

Description : Reallocate funding per the latest JCPC Community Programs funding revision (April, 2021)

General Fund/Parks and Rec

Expenditures: Increase/ (Decrease)

10-	6130	510	Capital Outlay	\$8,000	\$42,500
10-	4251	442	GAP Improvements	(\$8,000)	\$37,000

Description : Fund purchase of Buffalo turbine blower to the Parks and Rec department as approved by the Granville County BOCC on March 15, 2021.

General Fund/Special Appropriations

Expenditures: Increase/ (Decrease)

10-	8500	670	Tar River Land Conservancy	\$45,000	\$46,000
10-	8540	120	Available for Grant Match	(\$14,300)	\$0
10-	8540	113	Performance Based Adjustment	(\$30,700)	\$276,161

Description : Fund grant requested by Tar River Land Conservancy to complete hiking trail networks and open trail properties. Request was initiated designated as a request for the FY 221-2022 budget.

E-911 Fund

Expenditures: Increase/ (Decrease)

27-	4500	321	Phone System	(\$2,000)	\$169,103
27-	4502	351	ETSF - Hardware	\$2,000	\$18,500
27-	4500	321	Phone System	(\$5,000)	\$164,103
27-	4501	358	EMD	\$5,000	\$11,000
27-	4502	353	Telephone Hardware	(\$14,000)	\$36,000
27-	4501	351	CAD Software	\$14,000	\$27,000

Description : 1.) to reallocate funding to cover new center purchases 2.) transfer funds from E-911 Phone line item to E-911 Emergency Medical to cover EMD maintenance and 3.)adjust E-911 funding to cover support fees.



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: May 13, 2021

Title: Minutes

PURPOSE:

To approve minutes of the May 3, 2021 Regular Meeting.

RECOMMENDATION:

Approval

ATTACHMENTS:

May 3, 2021 Draft Minutes

ACTION TAKEN:

OXFORD, NORTH CAROLINA
May 3, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, May 3, 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 Commissioner Jimmy Gooch for the invocation and 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 | \$ 1,560 |
| School Bond D/S Contingency | \$ 100,000 |
| Environmental Disaster Contingency | \$ 10,000 |
| General Fund Appropriated Fund Balance | \$ 5,763,663 |
- (B) Approved the Request to North Carolina Department of Public Instruction for Lottery Distributions in the amount of \$623,239.69.
- (C) Approved minutes of the April 5, 2021 regular meeting.

AFTER HEARING RECOMMENDED FISCAL YEAR 2021-2022 BUDGET PRESENTATION, BOARD APPROVED SCHEDULING PUBLIC HEARING AND BUDGET WORK SESSION(S)

County Manager Felts stated that the purpose of this item was for a presentation on the recommended fiscal year 2021-2022 budget and to set date(s) for budget workshop(s). In accordance with North Carolina General Statute §159, the County Manager’s submitted budget must be presented to the Board no later than June 1. The Manager must also file a copy with

the Clerk to the Board to make it “available to all the news media in the County. He then gave the following budget presentation for fiscal year 2021-2022:

Madam Chair, members of the Board, thank you for the opportunity to officially present the fiscal year 2021-2022 budget document. This binder contains the County’s recommended annual budget as required by North Carolina General Statute 159 and the *Local Government Budget and Fiscal Control Act*. Two general units comprise the document. The first unit is the continuation budget for all funds necessary to carry out the services authorized by the Granville County Board of Commissioners. This portion contains both the financial information and the narrative descriptions of each program in all funds for which the Board is responsible. In addition to the financial information, the continuation budget section also contains non-financial information about the County and a proposed fee manual. The fee manual describes the user fees that attempt to recover some or all of the costs of services from the direct beneficiaries of the services, rather than taxpayers. The second unit contains detailed information on approximately 38 service expansions proposed by departments and outside agencies. These are “new and different” programs or activities that expand or decrease the current level of service to the Granville County citizens and taxpayers. The budget is balanced and prepared in accordance with the policies and procedures outlined in the *Local Government Budget and Fiscal Control Act*.

The Process

While budgeting is an ongoing process, the budget preparation season officially begins at the Board’s planning retreat. During the planning sessions the Board Members discuss the current programs and provide staff guidance to what should be included in the service expansion process. The County Manager then informs department managers of program ideas that the Board would like to see proposed in the new budget.

Section II of the budget contains the budget calendar. Departments and outside agencies were reminded in late January to begin thinking about service expansions. The instructions and formal notification for the continuation budget requests were sent out in February and service expansions were to be returned by mid-March. Individual departmental meetings were held in late March and early April to review the budget requests and finalize the expenditure requests. Revenues were the last item to be addressed, because much of the property tax information and the year-to-date historical data are not available until late April. The revenue and expenditures were finalized at the end of April, after another full review of revenues, expenditures and projected fund balance.

Outlook

Due to the uncertainty of the pandemic recovery efforts, the ability to forecast the local or state’s economy with any meaningful level of reliability is difficult. Granville County is projected to receive funding from the American Rescue Plan, however the Treasury Department has not provided specific details around this funding, therefore there is little emphasis in the recommended budget regarding these funds.

With this in mind, and the fact that so much of our services and our local economy are tied to the State and Federal government efforts, we have compiled a conservative budget.

Goals

This budget is a product of the Board’s vision of what Granville County will strive toward in the coming year. The long-standing values communicated during individual budget work sessions, monthly meetings, and in the annual planning retreat are as follows:

- Continue to rely on financial plans and systems in the preparation of the proposed budget;
- Conservatively estimate revenues and expenditures to avoid expectations of performance that are not realistic;
- Create an atmosphere where efforts to “spend down” during the fiscal year are discouraged;

- Present a budget that maintains the current level of programs and services provided by County departments to the public without a reduction unless those reductions are caused by State or Federal reductions.
- Present a budget that re-evaluates all expenditures in order to offset projected losses in revenues so that in light of the current economic conditions a tax increase is not needed for general government operations, but allows for policy review and potential service reductions or expansions based on other policy directives.
- Present a budget that does not supplant funding cuts by the State or Federal governments, but instead reduces those programs and informs the public of the associated impacts.

Overview of the Budget

Some of the key drivers for the fiscal year 2021-2022 budget include:

- **Health Insurance Increase** – Granville County is self-funded, and we re-evaluate our anticipated and maximum claim liability each year and budget within this range. For fiscal year 2020-2021, the County increased the employer’s funding to the health plan by approximately 5%, while not passing along any additional increase to the employees. This is an increase of approximately **\$132,400** over the previous year to the County’s operating budget.
- **Retirement Rate Increase** – For this budget, the required employer contribution to employee retirement has increased 1.2% from 10.15% to 11.35%. This is an increase of approximately **\$185,826**.
- **Debt Service** – Debt service has been monitored closely for the past several years and it has been an anticipated driver in our overall operating budget. Fiscal year 2020-2021 was the planned peak year for debt service payment (principal and interest) requirements. Beginning with fiscal year 2021-2022, assuming no new debt is issued during the year, we start to see a declining debt service payment requirement year over year. For this year, we are just over the peak with a very small decrease of **\$17,298**.
- **Pay and Classification Implementation** – The Board approved the implementation of a pay and class plan for county employees effective January 16, 2021. This represented just under a 6% increase to the overall county budget for full-time employees. The anticipated cost of these increases to the fiscal year 2021-2022 annual budget is approximately **\$1,051,213**.
- **Vehicles** - During fiscal year 2020-2021 we significantly reduced the purchase of replacement autos. We have reinstated this allocation in the fiscal year 2021-2022 budget. The annual impact the budget is approximately **\$558,594**.
- **Merit Pay Program** – In order to provide funding for the Pay and Classification plan in fiscal year 2020-2021, the Merit pay program for employees was suspended for 1 year. The recommended budget reinstates the merit pay program with merit adjustments authorized up to a maximum of 4%. The estimated costs of this program is approximately **\$549,000**.

Some of the key drivers for specific department areas which are notable include:

- **Board of Elections** – COVID-19 resulted in several operational changes to how elections are conducted. These include costs associated with PPE as well as increased costs for supplies, contracted services (for setup and take down of polling sites), and the number of temporary poll workers needed. These changes will be continued into the foreseeable future regardless of the impact of vaccines and other mitigation measures. The exact impact to the budget is difficult to calculate, however we have estimated the annual recurring impact at approximately **\$65,000**.

- **School System** – The County attempts to include a 2-3% inflationary growth factor to the public schools funding allocation in the continuation budget. The recommended budget currently projects a 3% growth for current expense (operating) and 2.5% growth for capital outlay funding. The school system is requesting approximately 4.6% increase on their current expense in order to continue ongoing operations. A request for the funding difference is included in the service expansion section of the budget for the Board’s consideration. The increase for annual recurring operating and capital funding included in the recommended budget totals **\$534,905** over last year’s funding level.
- **Health & Medical Increase** – Based on planned increases, this budget contains a \$40,000 program increase for the Public Health Department’s general allocation and a \$50,000 program increase for the hospital for the EMS allocation. This is a total programmed increase of **\$90,000**.
- **Recreation** – During fiscal year 2020-2021 we significantly reduced the Parity in Funding allocation and we have included a partial re-instatement of this allocation in the fiscal year 2021-2022 budget. This impacts the budget by **\$30,000**.
- **Volunteer Fire Departments (VFD)** – This year, we have included the 4.8% project growth into the VFD’s funding for FY 2021-2022. Also, as directed by the County Board, funding for year one (1) of three (3) of \$500,000 is included to assist with the VFD’s radio replacements. Additional funding requests are included in the service expansion section of the budget for the Board’s consideration. This funding increase for the FY 2021-2022 recommended budget is a total of **\$551,399**.
- **Sheriff’s Office** – The radio replacement program included in the fire service budget includes radio replacements for VFDs, Animal Control, Emergency Management, and the rescue and recovery service. Radio replacements for the Sheriff’s office are included in the Sheriff’s office budget and account for **\$141,000**.
- **Facilities** – There are two notable additions to the Capital Improvement Program (CIP). These renovations have been discussed previously during fiscal year 2020-2021 and are included as one-time expenditures in the Capital Improvements budget for the upcoming fiscal year. These are the renovation of the Williamsboro Street facility at an anticipated budget of \$650,000 and the DSS Satellite office at an anticipated budget of \$841,000. These two items represent the primary drivers to the increase in the CIP budget for fiscal year 2021-2022. The together total **\$1,491,000**.

General Fund

The majority of the general governmental activities are accounted for in the General Fund.

- ⇒ The recommended budget maintains the ad valorem tax rate to 84¢ for each \$100 of assessed valuation.
- ⇒ Revenues and expenditures are balanced in accordance with North Carolina General Statutes. Total recommended revenues, including appropriated fund balance, are \$74,461,177.

Sources of Revenues for the recommended fiscal year 2021-22 budget:

Property Taxes – 58.5%
 Sales & Other Taxes – 18.1%
 Intergovernmental & Restricted Funds – 12.1%
 License & Fees – 4%
 Use of Fund Balance – 7.3%

- ⇒ **Property Taxes** – The estimated tax base of \$5,230,907,631 for fiscal year 2021-2022 is projected to provide revenues of \$43,429,722 at the recommended tax rate of 84¢.

- ⇒ **Sales and Other Related Taxes** are expected to increase approximately 14% over the fiscal year 2020-2021 approved budget. Historically Granville County has budgeted these revenues very conservatively and in most years the actual revenues exceed the budget estimates. This year, estimates were based on actual revenues collected in the current year and guidance from various outside agencies, such as the League of Municipalities.
- ⇒ **Licenses, Fees, and Other Revenues** are expected to increase by approximately 1.4% when compared with the fiscal year 2020-2021 amended budget. This is mostly due to fees associated with the housing a State and Federal inmates.
- ⇒ **Restricted and Intergovernmental Revenue** is expected to decrease by 4.5% from the fiscal year 2020-2021 amended budget primarily due to a change in State funding associated with the Social Services Department and other grant funding. This category changes the most throughout the year based on the availability of grants during the year. As we gain guidance on the ARP funding, this area will be amended as appropriate.
- ⇒ **Investment earnings** are expected to decrease due to the utilization of construction project funding and due to reduced investment earning rates.
- ⇒ **Use of Fund Balance.** The recommended budget appropriates \$5,406,419 in fund balance. Fund balance is estimated to be 34.7% of expenditures as of June 30, 2020. Based on the fiscal year 2021-2022 recommended budget, the fund balance is projected to be 28.29% of expenditures as of June 30, 2021 which is just under the County's targeted range of 30% - 35%.

General Fund Expenditures

Overall the County general operating expenditures increased \$6,164,999 which is 9% over the fiscal year 2020-2021 approved budget. Of departments that had increases, they were mostly due to increases in wages, health insurance premiums, retirement contributions, debt service, and the reinstatement of funding for vehicle purchases.

General Government – 7%

(Governing Board, Admin, HR, IT, Finance, Internal Audit, BOE, ROD, General Services, Court Facilities, and Tax Administration)

Departments which comprise General County Government activities averaged a 11.37% increase in operational expenditures from the previous fiscal year approved budget. The 23.4% increase in Information Technology is due primarily to a re-classing of budget accountability from the non-departmental budget to IT.

Human Services Departments – 18%

(Social Services, Veteran Services, Senior Services, Public Health, Hospital, and Mental Health services)

The Health and Human Services area of the budget averaged a 8.32% increase. The primary drivers for this function area results from programmed increases to Granville Health System and Granville-Vance Public Health.

Community Services – 12%

(Library, Addressing, CES, Recreation, GAP, EDC, Tourism, Inspections, Planning, & Construction Administration)

Community Services averaged a 25.37% increase. The primary area of increase in this category is construction projects. This budget contains funding for two major renovation projects: the Williamsboro street project at an estimated cost of \$650,000 and the DSS satellite office upfit of \$841,000.

Education – 34%

(VGCC and Traditional Public School System)

Total education funding remains fairly level. Vance-Granville Community College funding remains level with the prior year and funding to the Granville County Public School System increases \$534,905 (operating & capital) when netted for the one-time capital funding of \$100,000. Education related debt service decreased \$483,068. An additional request for

operating funding for the Granville County Public School System is included in the service expansion budget.

Public Safety – 23%

(Sheriff, Detention Center, Emer. Communications, Animal Control, Emer. Mgmt., Fire Services, Forestry, and other emergency services)

The Public Safety functional area showed the largest net increase of \$2,439,308 or 16.65%. The majority of this increase is related to the operations of the new Law Enforcement Center, Detention Center, and Animal Shelter. This was one of the expected impacts on the fiscal year 2021-2022 budget.

Area Projects & Other Appropriations – 6%

(Special Appropriations, Non-Departmental, and Pass-Through funds)

The amount budgeted for Special Appropriations remained fairly flat from the fiscal year 2020-2021 budget. Some outside agencies have requested new funding and their requests are included in the service expansion portion of the budget document.

Non-departmental expenditures show a 13.4% increase from the fiscal year 2020-2021 approved budget which results primarily from the restoration of the employee merit pay program funding along with an increase to property & liability coverage and an increase in worker's compensation premiums.

Pass-through funds remained fairly consistent with the previous year.

Contributions to Other Funds

The proposed budget for this cost center shows an \$50,000 increase from the fiscal year 2020-2021 budget due to occupancy taxes. These tax revenues resulting from tourism are expected to increase and are transferred to the Tourism Development Authority.

Contingency

The Contingency appropriation is \$290,000 which was the same funding level as the fiscal year 2020-2021 original budget.

Other Funds

Emergency Telephone System Fund (ETSF)

This fund continues to change due to rules from the State 911 Board regarding the allowable expenditures of the E-911 telecommunications surcharges. The Fund expenditures are budgeted at \$319,165.

R.H. Thornton Library Memorial Fund

This fund is a special revenue fund used to account for the receipts and disbursements made on behalf of the Granville County Library System. The fund is budgeted at \$20,000.

Solid Waste Management – MSW Landfills

The budget provides \$1,861,675 for operation of the County's municipal solid waste (MSW) landfill. Tipping fees for the landfill are recommended to increase from \$37/ton to \$38/ton.

Solid Waste Management - Convenience Centers

The budget for the operation of the convenience centers is \$1,480,550.

Stormwater Management

The budget establishes the Stormwater Management Operations fund to primarily provide services related to the State mandated Falls Lake rules. The fund is budgeted at \$361,826.

Service Expansion Section

The service expansion budget consists of expenditures that generally "change" something about the operation. Examples include new positions, new equipment (not just replacement), new programs, acceptance of various grants, and initiatives to address employee compensation. Funding all service expansions will require more than \$6 million in additional General Fund revenue. The Board may

wish to consider other sources of revenue to fund these additional services. Some of the initiatives may appropriately be considered for partial funding, future funding, or be incorporated into an overall plan, such as the capital improvement program or recreation master plan.

Fee Manual

Four departments show changes to the fee manual this year, they include Inspection fees, Animal management fees, Planning fees, and Solid Waste Management fees.

Summary

So in summary, Granville County continues to face uncertainty and challenges in the coming year. This recommended budget continues current operations and maintains the Ad Valorem tax rate at the prior year's level, in accordance with the Board's directive at the annual planning session, despite the increasing costs of providing these services. The local and state economies in fiscal year 2021-2022 and the actions of the State and Federal government will be important factors in the performance of this budget. Granville County staff will continue to build relationships with our State representatives and various associations in order to influence positive change for our County.

The Granville County Board of Commissioners has prepared for tough times by managing its resources well and has acted responsibly in its efforts to maintain services. The County will continue to provide critical services to those in need and do so at the proposed tax rate unless actions by the State or Federal governments force changes that are beyond its control. I believe the County has adequate reserves to remain flexible, however with the planned utilization of fund balance for the past few years and the high level of uncertainty we face looking forward, may impact our ability to remain flexible in the coming years. Staff will continue to monitor the impact of COVID-19 recovery efforts and will work to keep the Board informed of the changing economy.

Department Managers and key employees did an outstanding job of compiling their departmental budget requests to meet the County's mission of providing its residents with an array of services to enhance their quality of life, through a responsive, effective and efficient local government. They have worked long hours, through uncertain conditions, and deserve heartfelt thanks. The people working for Granville County Government care about their community and take pride in providing services that make life better for others. Staff have gone the extra mile to help our senior citizens, have worked diligently to provide materials online for children and adults who are staying home, spent many hours moving offices so we can provide better social distancing for our staff and clients, or have spent untold hours responding to hundreds of facility requests so that staff can continue to provide services to the community.

Putting together a budget and a budget document requires significant collaboration and communication. The Finance Department, under the leadership of Steve McNally, did an outstanding job in creating an informative and functional document that serves as a management tool and an outline from which to debate policy. Also a very special thanks to Debra Weary, Patrice Wilkerson, and Korena Weichel for their support and for making sure that the business of the County continued while many County employees completed the efforts to compile this recommended budget. Thank you!

County Manager Felts then gave County Administration's recommendation for holding a public hearing and setting budget work sessions.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved scheduling the public hearing on the proposed recommended budget on Monday, May 17, 2021 at 7:00 p.m. or shortly after and the budget work session(s) on Monday, May 10th at 2:00 p.m. and Tuesday, May 11th at 9:00 a.m.

**DURING PUBLIC COMMENTS, ONE SPOKE ABOUT GAP PHASE III
EXPANSION AND ONE SPOKE ABOUT FIRE SERVICES**

Betty Lou Davis, 4522 Hight Road, Oxford, NC, thanked the Board for seeing the Granville Athletic Park (GAP) Phase III project through to completion. She talked about children, bikers, skaters, volleyball, and tennis players enjoying the new additions there. She said the Community Tennis Association is growing and noted that the league called Quads has about 40 people signed up to play tennis at the GAP one night a week. She said that people are excited to be able to play at the GAP and noted that while you play tennis you can be serenaded by the musical chimes in the other section of the park. She thanked the Board for the citizens of Granville County from “the bottom of her heart” for their perseverance to complete the process for the new amenities.

Edward Gleason, 1973 Bowles Avenue, Creedmoor, NC, thanked the Granville-Vance Health Department for the fantastic job with COVID vaccine distribution. He then said he was present to advocate for fire services in Granville County and was not speaking on anyone’s behalf nor was he asked to speak by anyone. He said that the County Manager mentioned that the fire services will get a 4½ -5% increase in funding which will be about \$3,000 - \$3,500 for the Creedmoor Fire Department. The Creedmoor Fire Department may get a \$60,000 decrease in funding by the City of Creedmoor. He said he donates to his fire department, but he did not understand how the 12-14 fire departments in the county are funded when the City of Creedmoor makes up about 38% of the Creedmoor fire district. He said the Creedmoor taxes provided 200% more funding than the county and they agreed last year to purchase a \$500,000 ladder truck. He said the funding for Creedmoor’s Fire Department should be more than some of the other smaller fire departments in Granville County, yet they all get the same money unless they have first responders then they get a little more. He said the City of Creedmoor is going to “punish” the Creedmoor Fire Department because they believe they are not receiving proper funding by Granville County. He asked the Board to look at the funding for the fire services in Granville County. He noted that 65% of firemen in the United States are volunteers, down from 71% four years ago and that 50% of the firemen in the US are over 42 years old. He said if we run out of volunteers it could really increase the 28% of county funding for emergency services in Granville County.

AFTER PUBLIC HEARING, BOARD APPROVED LEASE OF OFFICE SPACE FOR DEPARTMENT OF SOCIAL SERVICES SATELLITE OFFICE

Chair Hinman said that the purpose of the public hearing was to take public comments concerning a proposed long-term lease of office space by the County.

County Manager Felts stated that all required notices for the public hearing have been made in a timely manner and noted that a copy of the notice was included in your agenda materials for your reference. He then gave the following background information.

The County proposes to lease approximately 9,600 square feet of office space located at 2531 East Lyon Station Road, Creedmoor. The lease will have an initial term of ten years, with two five-year options. The County plans to use the leased space as a satellite office for the County's Department of Social Services. County staff, working with the County Attorney, have negotiated the basic terms of the agreement with base rental rates as shown below starting at a rate of \$8.50 per square foot. Additional information showing the location of the proposed site with general demographic information was included for reference in the agenda along with a draft copy of the proposed lease. He asked the Board for consideration of the *Resolution Supporting an Application to the Local Government Commission for its Approval of a County Office Space Lease*.

He noted a correction in the resolution included in the agenda packet in section 1A on page 22. He said the address should be 2531 East Lyon Station Road, Creedmoor. Funding for upfit costs and the first year's annual triple net rental costs will be included in the fiscal year 2021-2022 operating budget. He stated the following recommendation: After holding the required public hearing and receiving comments from the public, the County Manager recommends approving the Resolution supporting an application to the Local Government Commission for its approval of a County office space lease.

At this point, Chair Hinman opened the public hearing. She asked if anyone would like to make public comments on the matter. No one came forward.

Chair Hinman asked if the Board had any questions and there were no questions.

Chair Hinman declared the public hearing closed. She then asked if the Board needed further clarification and no one needed further clarification.

Commissioner Tony W. Cozart made a motion to accept the County Manager's recommendation to approve the *Resolution Supporting an Application to the Local*

Government Commission for its Approval of a County Office Space Lease. Commissioner Jimmy Gooch seconded the motion.

When Chair Hinman called for a vote on the matter, it passed unanimously to approve the following resolution:

RESOLUTION SUPPORTING AN APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR ITS APPROVAL OF A COUNTY OFFICE SPACE LEASE

WHEREAS --

The Board of Commissioners of Granville County has previously determined to lease approximately 9,600 square feet of office space located at 2531 East Lyon Station Road, Creedmoor. The County plans to use the leased space as a satellite office for the County's Department of Social Services.

North Carolina law requires that the lease be approved by the North Carolina Local Government Commission (the "LGC"), a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the County's application for the LGC's approval of the lease.

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

(a) The County makes a preliminary determination to lease approximately 9,600 square feet of office space located at 2531 East Lyon Station Road, Creedmoor. The County plans to use the leased space as a satellite office for the County's Department of Social Services. The County approves an initial base rent not to exceed \$105,000 per year. The final Lease may have reasonable provisions for future rent increases.

(b) The Board authorizes the Board's Chairman and the County Manager, or either of them, to execute and deliver the Lease in its final form. The final form Lease must be consistent with this resolution, but otherwise in such form as the signing officer believes to be in the County's best interest. The execution and delivery of the final Lease by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

2. The Board makes the following findings of fact in support of the County's application to the LGC:

(a) The proposed project is necessary and appropriate for the County under all the circumstances.

(b) Under all the circumstances, the proposed lease is preferable to the reprogramming of other property under the County's control, and is preferable to constructing or purchasing alternate space.

(c) The estimated sums to fall due under the proposed lease are adequate and not excessive for the proposed purpose.

(d) As confirmed by the County's Finance Officer, (i) the County's debt management procedures and policies are sound and in compliance with law, and (ii) the County is not in default under any of its debt service obligations.

(e) Given the County's need for the project, the Board believes that the effect on the County's budget and the tax rate impact will be reasonable under all the circumstances.

(f) The County Attorney is of the opinion that the proposed project is authorized by law and is a purpose for which public funds of the County may be expended pursuant to the Constitution and laws of North Carolina.

3. Additionally, the Board resolves as follows:

(a) The Board directs the County Manager and the Finance Officer to take all appropriate steps toward the completion of the financing, including completing an application to the LGC for its approval of the proposed lease. The Board ratifies all prior actions of County representatives in this regard.

(b) This resolution takes effect immediately.

BOARD APPROVED CONTRACTING WITH APPLE ROCK FOR BOARD OF ELECTIONS

Chair Hinman said the next item was to consider contracting with Apple Rock to deliver, install, dismantle, pickup and return floor decals, stanchions, and acrylic barriers to storage. She then gave the background information.

Due to new requirements resulting from the impact of COVID-19, the Board of Elections contracted with Apple Rock during the November General Election in 2020 to purchase and install floor decals and custom acrylic barriers and cases, voting surround enclosures, and purchase stanchions. As of today, these same requirements will be in force with future elections. The Elections Office is preparing for the upcoming November municipal election and would like to contract with this vendor to deliver, install, dismantle, and pickup/return floor decals, stanchions, voting surround enclosures, and acrylic barriers to storage. The total estimate of this service is \$16,657.43 and a deposit is required now in the amount of \$9,994.46 with the final balance of approximately \$6,662.97 due prior to delivery so that the vendor can go ahead and schedule this on their books. If the municipal election is delayed due to the delay of Census data for redistricting, the deposit will receive credit less any services executed for that payment towards the election in 2022.

County Manager Felts noted that there is uncertainty if any additional grants will be received by counties to pay for this. If the municipal election is held in November of this year, the municipalities will share the cost of the setting up and tearing down of the polling sites. He then gave the recommendation of the Board of Elections, Board of Elections Director and County Manager.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved contracting with Apple Rock to purchase supplies, deliver, install, dismantle, and pickup/return floor decals, stanchions, voting surround enclosures, and acrylic barriers to storage for the next election.

**BOARD APPROVED THE FINAL LAW ENFORCEMENT AND DETENTION
CENTER CONSTRUCTION MANAGER AT RISK CONTINGENCY
RECONCILIATION**

Chair Hinman said the next item was a request to reconcile the Construction Manager at Risk Contingency with funds available from the Owner’s Contingency.

Scott Phillips, Development Services Director, explained that Granville County’s Construction Manager at Risk/Guarantee Maximum Price (GMP) contract with Bordeaux Construction Company includes a contingency fund to help reduce risks assumed by the Construction Manager at Risk (CMR) at the time of bidding. Under the provisions of the contract, the CMR Contingency may be applied to (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions, and (4) design omissions that a prudent CMR could not have reasonably detected during the discharge of their pre-construction services. The Owner Contingency, approved within the project funding, is not included within the GMP or CMR Contingency.

This final change request (Contract Change Order #4) includes the following items:

- Change Order Request #57 totaling \$58,492.00 for modifications directed by Moseley Architect and the North Carolina Division of Health Service Regulation during the final Detention operational inspection, as well as several modifications requested by Moseley and Granville County.
- Change Order Request #59 totaling \$14,766.00 for the replacement of the manual main building circuit breaker with an electrically operated main circuit breaker that will provide a fully automatic reset of the breaker in the event of a main building power loss / re-energization process by the Automatic Transfer Switch. The existing breaker is designed for manual reset, which requires special operational training for maintenance staff and became problematic during weekends and nighttime outages.

He noted that this request reconciles the CMR Contingency from the Owner Contingency but does not affect the overall funding amount approved by the Board. The amount requested in this final Change Order reconciles the CMR Contingency for work performed that exceeded the adjusted balance. The current CMR Contingency balance is \$35,373.00 prior to COR #57 and #59. The Change Request needed to reconcile the CMR Contingency is \$37,855.00. He noted that there is adequate funding available within the Owner Contingency Fund/Building Construction Fund for this request.

Current Contingency Fund Level	\$1,377,379.77
Balance after Change Order #4	\$1,339,524.77

Mr. Phillips then recommended approving the final Contract Change Order #4 for \$37,855.00 and there is adequate funding available in the Owner Contingency Fund/Building Construction fund for the request.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Russ May, and unanimously carried, the Board approved the final Contract Change Order #4 with Bordeaux Construction Company, Construction Manager at Risk (CMR) for the Law Enforcement and Detention Center, in the amount of \$37,855.

**BOARD APPROVED TAR RIVER REGIONAL HAZARD MITIGATION
PLAN BY RESOLUTION**

Chair Hinman stated that the next item was to consider formal adoption of the Tar River Regional Hazard Mitigation Plan by resolution.

Robin Edwards, Emergency Management Coordinator, explained that in the past few months, Granville County and its municipalities have worked with the counties of Franklin, Vance, and Warren, to update the Tar River Regional Hazard Mitigation plan. The plan is available through a link on the Emergency Management page of the County's website and identifies local policies and actions for reducing risk and future losses from natural hazards such as severe storms, wildfires, and winter weather. She noted that public participation was encouraged in the plan update through a public survey, a virtual public meeting and opportunity to offer comments throughout the process. She stated that it is a Federal and State requirement to have a FEMA approved Hazard Mitigation Plan to remain eligible for Federal disaster grant funding, including Public Assistance for state-declared disasters. The plan has been reviewed by the State and is in review by FEMA. The final plan is not considered approved until FEMA receives documentation of adoption by participating jurisdictions.

She then requested that the Board approve the plan by resolution of adoption that was included in the agenda packet.

County Manager Felts noted that the Emergency Management Coordinator and Emergency Services Director recommend adoption of the Tar River Hazard Mitigation Plan in the form of a resolution.

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved adopting the Tar River Hazard Mitigation Plan by resolution of adoption as follows:

RESOLUTION
ADOPTING TAR RIVER REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Granville County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Granville County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Granville County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Granville County hereby:

1. Adopts the Tar River Regional Hazard Mitigation Plan.
2. Vests Granville County Emergency Management with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Granville County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually, and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Granville County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

BOARD APPROVED FISCAL YEAR 2021 AUDIT CONTRACT AND ENGAGEMENT LETTER WITH THOMPSON, PRICE, SCOTT, ADAMS & COMPANY, P.A.

County Manager Felts stated that during the regular meeting on April 20, 2020, the Granville County Board of Commissioners approved contracting with Thompson, Price, Scott, Adams (TPSA) and Co. to provide financial audit services for Granville County for fiscal years 2019-2020, 2020-2021 and 2021-2022. A copy of the audit contract for the fiscal year ended June 30, 2021 as well as the corresponding engagement letter were included in the agenda packet. The contract amount is in line with the price proposed during the RFP process, annual audit contracts are required by General Statutes, and annually funded in the budget. He noted that the Finance Director recommended approving the contract with Thompson, Price, Scott, Adams (TPSA) and Company, as well as the corresponding engagement letter, for the fiscal year ended June 30, 2021.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved the contract and engagement letter with Thompson, Price, Scott, Adams (TPSA) and Co. for the independent audit of fiscal year 2020-2021.

BOARD APPROVED COTT SYSTEMS ONLINE INDEX BOOKS 1746-1873

Chair Hinman said that the Register of Deeds currently uses the Cott Systems software and has for several years. The software is widely used by staff and the public to research digital records held by the Register of Deeds office. A copy of the renewal rate was included in the agenda and the Board approved a new Master Agreement with Cott Systems in January 2019. Competitive bids are not required by the County's purchasing policy since this is a renewal of an existing service and is an Information Technology related purchase.

County Manager Felts noted that funding is available in the existing budget for this renewal and that the Register of Deeds recommended the renewal contract.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board the renewal contract for online index books 1746-1873 with Cott Systems in the amount of \$35,100 and authorized the County Manager and Register of Deeds to finalize the agreement.

BOARD REAPPOINTED DELORES LYONS, ALTERNATE (DISTRICT 4) TO THE GRANVILLE COUNTY BOARD OF ADJUSTMENT

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Delores Lyons, Alternate (District 4) to the Granville County Board of Adjustment.

GRANVILLE COUNTY JURY COMMISSION

At this point, the Board held this appointment and then made appointment at the end of the meeting.

REGARDING LEASE WITH CITY OF CREEDMOOR, BOARD AUTHORIZED COUNTY MANAGER AND COUNTY ATTORNEY TO MAKE MINOR EDITS AS NEEDED AND TO EXECUTE THE LEASE FOR THE SOUTH GRANVILLE SENIOR CENTER

County Manager Felts said the next item was to review the current draft of a lease with the City of Creedmoor for the Creedmoor Senior Center. He then gave background information and a brief timeline of events related to the renovation of the City of Creedmoor Gym and Senior Center Facility and spoke from two handouts.

- October 2, 2017 the City of Creedmoor Mayor and City Manager presented plans for the renovation of the Creedmoor gym and Senior Center facility.
- October 16, 2017 the Granville County Board of Commissioners approved the allocation of \$350,000 to be included in the 2018-2019 annual budget.
- June 2019, the County leased space at the South Granville Country Club to provide space for Senior Services during the facility renovation.
- September 2019, the City of Creedmoor requested the allocation with a letter showing the anticipated completion date of June 2020.
- April 27, 2021, the City of Creedmoor officially dedicated the Creedmoor Community Center.

The Granville County Attorney and County staff have been working with the City of Creedmoor Attorney and Staff for the past several months to develop a lease for the use of the Creedmoor Community Center for the County Senior Services operations. A copy of the most recent version of the draft lease was included in your agenda information for your reference. The following key changes, shown in the bullet section below, appear in red text throughout the agreement.

Selected information from email sent from City of Creedmoor representative on April 12th:

On April 6, the Creedmoor Board of Commissioners tentatively approved the terms of the last version I sent you, subject to the City Manager and City Attorney approving the final wording of the document. Gerald Smith has offered several minor changes, including the following:

- *Sec. 1: The lease now acknowledges the \$350,000 contribution made by the County toward the construction of the Creedmoor Community Center, but it clarifies that this contribution does not entitle the County to claim an ownership interest in the Community Center property.*
- *Sec. 3: The meaning of “exclusive” has been clarified.*
- *Sec. 7: The County will be responsible for its own phone and Internet service and phone and Internet equipment.*
- *Sec. 8: In addition to the existing maintenance language, the County will also be responsible for repairing damage to the Senior Center arising from the use of the Senior Center.*
- *Sec. 13: If the County holds over after the end of the lease term as a tenant at sufferance, the rental rate shall become the current market rate for a business office with square footage similar to the Senior Center.*

At this point, the County Manager reviewed the changes, made comments and answered questions from the Board. He then made a recommendation to the Board to review the proposed language and authorize the County Manager and County Attorney authority to execute the contract if an agreement is reached. After discussion the Board took action.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Russ May, and unanimously carried, the Board approved authorizing the County Attorney and County Administration to make minor edits as needed and execute the lease between the City of Creedmoor and Granville County for the South Granville Senior Center at 108 East Wilton Avenue, Creedmoor.

BOARD APPROVED CONTRACTING WITH FRIESENS FOR THE 275TH ANNIVERSARY BOOK PRINTING

County Manager Felts said the next item was to award a printing contract for the 275th Anniversary Book. He recognized Julie Allred with BW&A Books who was present with sample book covers. The County received a quote analysis on April 28, 2021, for the 275th Anniversary Book printing compiled by Julie Allred with BW&A Books who is the publisher the County selected. Printing quotes and schedules were requested from 3 printers. One (Versa Press) was not able to deliver books until July 23 at the earliest, so they declined to quote. A summary of the quotes and schedules from Sheridan Books and Friesens was included in your agenda information for your reference. He noted that based on the analysis of the quotes and schedules, Julie Allred recommends Friesens for the book printing contract as their quote was the lowest of the two, they offer the best schedule (estimated delivery June 18), and are a great quality printer. He said that the County needs to decide the choice of printer, number of copies, delivery address, delivery contact and any special instructions. He noted that the quote is in line with funding and that in looking at the covers tonight there is a quality book cover that is \$1,000 less.

When asked, County Manager Felts said that there are 237 preorders so far and that the order of 2500 books is in line with an order for counties our size. He noted that Granville County commemorative coins are also for sale.

Commissioner May asked if graduating seniors could be presented a book.

County Manager Felts and Chair Hinman said they would check into the matter and consult with the 275th Anniversary and get back to the Board.

Chair Hinman said that due to COVID there have not been as many opportunities to sell the books and coins as anticipated. She announced that there will be one picnic instead of the parade of picnics at municipalities as originally planned. She said she hopes that the books will sell on July 24th when the GAP Phase III Dedication and 275th Anniversary Celebration is held.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved ordering 2,500 books from Friesens and authorized the County Manager to determine the most appropriate delivery address and contact for the book order at the quoted price of \$20,295.

BOARD APPROVED REQUEST TO PURCHASE PROPERTY IN STOVALL FOR FUTURE SENIOR CENTER

County Attorney Wrenn explained that the next item was a request to purchase three (3) lots in Stovall to complete the buildout of the Senior Center project from Williford and Frazier. Granville County already has property under contract for this project.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved purchasing three (3) lots located in Stovall identified as map #192819618680, map #192819710620 and map #192819712544 from Williford and Frazier in the amount of \$14,000 for future Senior Center project.

BOARD AUTHORIZED COUNTY MANAGER AND COUNTY ATTORNEY TO FINALIZE UPSET BID PROCESS FOR TAX FORECLOSURE OF PROPERTY IN STOVALL FOR FUTURE SENIOR CENTER

County Attorney Wrenn updated the Board on the upset bid process of property located on Oxford Street in Stovall. Granville County was the winning bidder on the Lewis heirs property and he asked for authorization to close purchase off \$4,430 bid plus \$26 deed recording fee.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the purchase of a lot identified as map

#192819619606 in Stovall in the amount of \$4,456 and authorized the County Manager and County Attorney to finalize the upset bid process for the tax foreclosure for future Senior Center project.

BOARD APPROVED ACTION REGARDING 122 PECAN STREET, CREEDMOOR PROPERTY

County Attorney Wrenn updated the Board on the 122 Pecan Street property in Creedmoor that Granville County and the City of Creedmoor purchased in tax foreclosure. There was an agreement that Creedmoor would clean up the property, market and sell it, and split any proceeds proportionate to the share of investment of the tax foreclosure. Creedmoor has cleaned up the property, but there is more clean-up needed and a neighbor would like to purchase the property and finish cleaning it up. The sale would have to go through the upset bid process, the purchase would be set at \$1,000, and there would be restrictions to the use of the property. The City of Creedmoor asked Granville County to coordinate the sale, but County Attorney Wrenn asked for authorization to deed the property to the City of Creedmoor to streamline the process as the funds from the sale will go back to the clean-up costs.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board approved deeding the County's interest of the 122 Pecan Street, Creedmoor property to the City of Creedmoor.

BOARD PRESENTATIONS

Commissioner Smith announced that the Department of Transportation will be installing a four-way stop later this year at the intersection Chewing Road and Huntsboro Road.

Commissioner Cozart thanked Johnny Coley at Cooperative Extension for his customer service in helping citizens, as well as himself, with getting more produce from their small gardens. He also thanked Jason Falls, Environmental Programs, with help with litter issues in his community.

Commissioner May talked about the comments made during public comments about volunteer fire departments (VFD). He said the Fire Services Subcommittee has been formed and they are reviewing this matter in detail to find solutions to better fund and equip the VFDs.

**DURING PRESENTATIONS, BOARD APPROVED PROCLAMATION FOR
POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY**

Commissioner May then gave information about Police Week and Peace Officers Memorial Day and asked the Board to consider a proclamation in recognition of law enforcement officers and remembering those Peace Officers who have made the ultimate sacrifice.

Upon a motion by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved a proclamation remembering and honoring those Peace Officers who have fallen in the line of duty and recognizing support for our Granville County Sheriff's Office and Deputies, Municipality Police Departments and Officers, the North Carolina State Highway Patrol and Troopers and our other state and federal partners.

The Board presented the following proclamation on May 11, 2021 at the Expo Center before the Budget Workshop to the Granville County Sheriff's Office, Creedmoor Police Department, Stem Police Department and Stovall Police Department. Butner Public Safety and the North Carolina Highway Patrol were unable to attend, but were presented proclamations at a later date.

Proclamation Designating May 15, 2021 as Peace Officers Memorial Day

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day. This date falls within National Police Week, May 9-15, 2021, and recognizes our law enforcement officers and remembers those Peace Officers who have made the ultimate sacrifice; and

WHEREAS, the Granville County Board of Commissioners supports and recognizes the vital role law enforcement officers have within our communities and county. These servants and their families make enormous personal sacrifices but have answered their community's call to serve; and

WHEREAS, those who pursue such a profession understand that it comes with inherit danger and at any given time they may have to place themselves in harm's way to secure the well-being of others.... often strangers. This year alone over 119 law enforcement officers across our nation have died in the line of duty; and

WHEREAS, most recently, two Sheriff's Deputies from Watauga County lost their lives while conducting a health and welfare check. Upon entry into a home, they were met by gunfire and were both fatally wounded. The loss of any innocent life is one too many and the loss of a law enforcement officer should cause all citizens to be sickened. They are our protectors and represent what is good within society. They go to a destination, knowing there is danger, but they go on our behalf and for this they are extraordinary servants.... for many of us would never tread where they must go; and

WHEREAS, being a law enforcement officer is a noble and honorable profession. It is a profession which many cannot do or will never attempt due to the rigors of the profession. Law enforcement officers must be highly trained and appropriately resourced to meet the challenges of today. This board has already taken a significant step on behalf of the citizens of Granville County by commissioning a new law enforcement center and will continue to appropriately resource the Sheriff's Office to meet the growing needs of our county; and

WHEREAS, as we state our support for our law enforcement officers, they know, and it is expected they daily build relationships and trust with the residents they serve, they must do so with honor and integrity. Daily protecting the innocent, aiding those in need with dignity and compassion, and performing their duties in a fair and impartial manner. They must perform their duties in keeping with the highest law enforcement standards and remain faithful to their solemn oath;

NOW, THEREFORE, BE IT PROCLAIMED, that the Granville County Board of Commissioners remember and honor those Peace Officers who have fallen in the line of duty and recognize our support for our Granville County Sheriff's Office and Deputies, Municipality Police Departments and Officers, the North Carolina State Highway Patrol and Troopers and our other state and federal partners.

DURING BOARD PRESENTATION, BOARD TOOK ACTION REGARDING THE NC OPIOID MEMORANDUM OF AGREEMENT

Commissioner Karan talked about the opioid litigation and noted that Attorney General Josh Stein announced cooperation of the North Carolina Association of County Commissioners (NCACC) and agreement of the framework in case any funding comes down. He asked the Board to consider joining the other 99 counties in North Carolina as requested by the NCACC in a memorandum of agreement in support of the litigation.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved supporting North Carolina counties in the NC Opioid Settlement Memorandum of Agreement and authorized the County Manager and County Attorney to work on the matter.

PRESENTATIONS CONTINUE

Commissioner Gooch thanked the County Manager and staff, County Attorney and Board of Commissioners for the work on the satellite office for the Department of Social Services. He said he knew that previous Commissioner Edgar Smoak worked on this matter and that his family would be glad to see this happen.

Chair Hinman said she was glad to see so many in attendance, even with masks on. She thanked everyone for the condolences in the loss of her mother-in-law also. She also announced that May 14th is approaching and is the last day of open enrollment to sign-up for the Medicaid Managed Care and to pick your provider.

ANY OTHER MATTERS

Commissioner May thanked the County Manager and staff for putting together the budget and said he looks forward to discussions to improve services.

Chair Hinman announced that Julie Allred would be down front with the book covers for the 275th Anniversary book.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Timothy Karan, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) to discuss an attorney-client matters.

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

BOARD APPOINTED WILLIAM “BILLY” GUPTON TO THE GRANVILLE COUNTY JURY COMMISSION

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Timothy Karan, and unanimously carried, the Board appointed William “Billy” Gupton to the Granville County Jury Commission.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board adjourned at 10:46 p.m.

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

APPROVED BY:

Sue Hinman, Chair



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: May 13, 2021

Title: Recognition - 2020 Governor's Volunteer Service Awards

PURPOSE:

Ms. Deborah Ferrell, Director of Volunteer Services with Central Regional Hospital, is here tonight to present 2020 Governor's Awards for Outstanding Volunteer Service to Laurel Sciortino, Pastor Frank Sossamon and the Creative Civitans. The Board is also honoring them with a Resolution of Recognition and Appreciation.

ATTACHMENTS:

Resolution - Laurel Sciortino
Resolution - Pastor Frank Sossamon
Resolution - Creative Civitans

ACTION TAKEN:

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS

141 Williamsboro Street
Oxford, NC 27565

Resolution of Recognition and Appreciation – Laurel Sciortino

WHEREAS, Laurel Sciortino is an individual volunteer to Granville County's local food bank, Area Congregations in Ministry (ACIM); and

WHEREAS, she is the agency's receptionist, but the dictionary definition of the word is woefully deficient in describing all the tasks that Laurel undertakes for ACIM. Laurel is the first person clients speak with when they arrive for their monthly distribution of food. Her quiet, pleasant demeanor creates a respectful, dignified environment for some of our most vulnerable residents who come to ACIM for food assistance; and

WHEREAS, her co-workers use words such as "meticulous," "reliable" and "indispensable" to describe Laurel. Her devotion to the food bank support these observations – she handles the filing and refiling of all client folders, as well as ensuring that those folders contain the most current information. She double-checks vouchers and other documents from outside agencies that clients bring in to verify eligibility; and

WHEREAS, in the last five months of 2019, Laurel logged 184 hours at ACIM. She normally works from 9-noon (ACIM is open Mondays, Wednesdays and Fridays from 9-noon and some afternoons until 2 p.m.) Laurel's commitment to ACIM shines through in her volunteer hours. She is the "go-to" person for other volunteers who need guidance or have questions about how to resolve a problem; and

WHEREAS, Laurel and her husband moved to Granville County seven years ago and she has been volunteering at ACIM for seven years. She said she had been in Granville County about a week when she began to find a place to volunteer; and

WHEREAS, ACIM is the lucky recipient of Laurel's good nature, quiet competence and genuine compassion for others in her community and is worthy to receive the Governor's Volunteer Service Award;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to Laurel Sciortino and congratulates her as a recipient of the 2020 Governor's Award for Outstanding Volunteer Service.

This the 17th day of May 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS

141 Williamsboro Street
Oxford, NC 27565

Resolution of Recognition and Appreciation – Pastor Frank Sossamon

WHEREAS, Crime Stoppers President Frank Sossamon is dedicated to the support of law enforcement in the Granville County community; and

WHEREAS, he lives and works in Vance County as a full-time pastor. He is currently in the process of building a home in Granville County and will be moving in the next few months. He takes time from his busy schedule to organize and attend monthly meetings, coordinate and oversee special events, and is very involved in the Crime Stoppers mission of getting residents involved in helping our law enforcement officers do their jobs to keep our communities safe; and

WHEREAS, he has led efforts to establish “United We Sing” events, which connect the Crime Stoppers organization with local church congregations as he brings people together for a common cause. He even participates himself, singing gospel hymns and bringing the Crime Stoppers message to those who attend to support these events. Other special events he helps coordinate are the annual Crime Stoppers Golf Tournament, Dinner Theaters, the annual Crime Stoppers banquet, where individual members of law enforcement are introduced to the community and awarded for service, and others; and

WHEREAS, he ensures that there is a Crime Stoppers presence at National Night Out Against Crime community events and with recent acts of crime in churches across the nation has helped initiate trainings for clergy and parishioners that provide a greater security and helps protect church members from criminal activity; and

WHEREAS, as Pastor of South Henderson Pentecostal Holiness Church, Sossamon’s passion for the community is evident in the fact that membership has grown from 150 to more than 600 members under his leadership. His work with the church community and his local connections are a tremendous asset to the Crime Stoppers organization as they work to reduce crime by establishing Neighborhood and Community Watches, raise support for the organization and generate funds for payouts for anonymous tips from residents that lead to arrests and promote the Crime Stoppers message of “if you see something, say something;” and

WHEREAS, Pastor Frank Sossamon’s work has made Granville County a safer and better place to live. We are grateful that between his church, his family and other Boards and ministries to which he contributes such as the North Carolina Crime Stoppers Association, the Juvenile Crime Prevention Council of Vance County, Project R.I.D.E. of Vance County (Reduce Impaired Driving Everywhere) and many others he has chosen Granville County Crime Stoppers, to be part of his ongoing service to the community;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to Pastor Frank Sossamon and congratulates him as a recipient of the 2020 Governor’s Award for Outstanding Volunteer Service.

This the 17th day of May 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair, Granville County Board of Commissioners

SUE HINMAN
Chair
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS

141 Williamsboro Street
Oxford, NC 27565

Resolution of Recognition and Appreciation – Creative Civitans

WHEREAS, the Creative Civitans have been giving their loving and generous time to Murdoch Developmental Center for over 20 years; and

WHEREAS, in the past, the Creative Civitans have sponsored numerous events such as Easter Egg Hunt, parties/dances, concerts and contributions for Operation Santa Claus. In addition, each year they host the annual Valentine Dance by providing refreshments including a Valentine themed cake and beverages; and

WHEREAS, the Civitans make certain to accommodate special diets for the people who live at the Center and individuals enjoy fellowship with the Creative Civitan members during the evening; and

WHEREAS, the smiles and joys of laughter the Civitan members share with the men, women and children that live at Murdoch Developmental Center, bring to mind people who care and want to make a difference in the lives of the people that they serve. This accomplishment would not be possible if not for Ms. Holly Eggleston's coordination and commitment to Murdoch; and

WHEREAS, in 2016, Ms. Eggleston passed her torch and wisdom to Mrs. Donna Monzon ensuring it continues to be coordinated smoothly. The Creative Civitan members have been a big part of what the Mission is at Murdoch Developmental Center and we cannot thank them enough for all their hard work and dedication; year after year;

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners expresses its sincere appreciation to the Creative Civitans and congratulates them as a recipient of the 2020 Governor's Award for Outstanding Volunteer Service.

This the 17th day of May 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chair
Granville County Board of Commissioners



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

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

Title: Public Comments

Public Comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: May 11, 2021

Title: Public Hearing on Proposed FY 2021-2022 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 3, 2021 and the Board held budget workshops on Monday and Tuesday, May 10 & 11, 2021.

RECOMMENDATION:

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

ATTACHMENTS:

Public Hearing Notice

ACTION TAKEN:



COUNTY OF GRANVILLE, NORTH CAROLINA

Public Hearing on Proposed Budget for FY 2021-2022

The proposed 2021-2022 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/government/finance-department/comprehensive-annual-financial-reports-budget-documents/>

The Board of Commissioners will conduct a Public Hearing to receive comments on the proposed budget on Monday, May 17, 2021, at 7:00 p.m. or shortly thereafter in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South in Oxford.

Debra A. Weary
Clerk to the Granville County Board
of Commissioners



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Barry Baker
Department: Planning
Date: May 17, 2021

Title: Special Use Application 5/17/2021

PURPOSE:

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

BACKGROUND:

Special Use Application

SU-1-2021 CitySwitch, LLC, Applicant, property off of US HWY 15 North

CitySwitch, LLC is requesting a special use permit to place a 199' monopole wireless communication tower with a fenced equipment compound on property owned by Curtis Yancey and Thomas Yancey. The property is located off of US HWY 15 North near the North Carolina/Virginia State Line. The property is zoned Agricultural Residential 40 (AR-40). The property that the wireless communication tower would be located on is specifically identified as tax parcel map number #103100451872.

Attachments include: (1) Copy of Cityscape Review and Opinion dated 4-23-21; (2) Copy of Special Use Application and Site Plan (Hard Copy of Application and Site Plan and Additional Support Material in notebook); (3) Copy of Project Narrative and Statement of Compliance with Granville County Code of Ordinances; (4) Copy of Section 32-1101 of the Granville County Land Development Code (LDC); and (5) Copy of vicinity map prepared by zoning staff.

RECOMMENDATION:

Hold quasi-judicial hearing on special use application on May 17, 2021.

ATTACHMENTS:

Copy of Cityscape Review and Opinion dated 4/23/21

Copy of Special Use Application and Site Plan (Hard Copy of Application and Site Plan and Additional Support Material in notebook)

Copy of Project Narrative and Statement of Compliance with Granville County Code of Ordinances

Copy of Section 32-1101 of the Granville County Land Development Code (LDC)

Copy of vicinity map prepared by zoning staff

ACTION TAKEN:

State of North Carolina
Telecommunications Site Review
New Structure



2423 South Orange Avenue #317
Orlando, Florida 32806
Tel: 877.438.2851 Fax: 877.220.4593

April 23, 2021

Mr. Barry Baker
Granville County Planning Department
282 Williamsboro Street
Oxford, North Carolina 27565

APPLICANT: Cityswitch on behalf of AT&T Mobility
SITE ID: CitySwitch: NCC016 AT&T: 368-994 "Granville"
ADDRESS: 9615 US Highway 15N, Bullock, NC 27507
LATITUDE: 36° 32' 21.72" N **LONGITUDE:** -78° 32' 24.28" W

Dear Mr. Baker,

At your request on behalf of Granville County, North Carolina ("County"), CityScape Consultants, Inc. ("CityScape") in its capacity as telecommunications consultant for the County, has considered the merits of an application submitted by CitySwitch LLC II-A ("Submitter") on behalf of AT&T Mobility ("Applicant"), to construct a new one hundred ninety-nine (199) foot monopole type tower. The Applicant stated the tower as a one hundred ninety (190) foot structure, but to be more specific the height of a tower should include all attachments. There is a planned approximate ten-foot lightning rod making the total height one hundred and ninety-nine (199) feet. The proposed tower will be built for AT&T Mobility's antenna support structure and for five (5) additional wireless providers or collocators. The proposed site is owned by Curtis L. and Thomas A. Yancy and is located at 9615 US Hwy 15 N, Bullock, NC, see *figure 1*.

The Submitter's narrative described the need to fill a coverage gap in; "an area around US Highway 15 Townsville Road and surrounding area of Granville County" see *figure 2*. CitySwitch stated no towers are located within two miles of the proposed site and the site justification listed only existing AT&T facilities, see *figure 3*. CityScape's local knowledge from working with Granville County, North Carolina and Mecklenburg County, Virginia assisted in necessary verifications. For example, CityScape is aware of the existing towers in and around Granville County and of several planned new facilities in Mecklenburg County including a new two-hundred and fifty (250) foot Verizon facility located approximately two miles north of this proposed site at a location adjacent to Kerr Lake. While this information was not included by the Applicant, CityScape confirmed it would not remedy the need for this proposed new facility.

Following the determination that a new facility would be required we then look to justify the tower height. AT&T does show a need for service improvement in northern Granville County and southern Mecklenburg County. Although this is a Granville County application southern Mecklenburg County will benefit from the provided services. This is much like the area in Granville County north of Bullock that receives wireless services from infrastructure located in Clarksville, Virginia.

The Applicant provided a sufficient explanation as to why the seven higher preferred siting categories, listed in the Granville County code were not selected. The Submitter proposes the monopole design with the Applicant's antenna configuration of six (6) antennas located two (2) per sector, see *figure 4*. AT&T's RF engineer provided a signed affidavit providing reasons a concealed facility would not be ideal along with CityScape's confirmation the location of the facility is in an undeveloped rural area of the County.

The ground compound is sufficiently sized for multiple providers and the Applicant proposes a new equipment shelter mounted on a new 8' by 8' concrete pad along with an emergency power diesel generator mounted on a new 10' by 8' concrete pad. The Applicant's proposed landscaping plan was provided and shows one-hundred and two (102) shrubs, see *figure 5*.

The Applicant supplied a document stating the letter of compliance with all FCC standards that included various comments and reasons why the tower, the equipment and the facility should not be a concern, however, the final sentence in the two-page statement satisfies this requirement for the County, see *figure 6*.

The Applicant provided reasonable evidence determining there is a wireless service gap in the vicinity of the proposed new facility, see *figure 7*. The Applicant provided an additional map indicating the projected wireless service improvements resulting from the proposed facility, see *figure 8*.

All designs and plans submitted for the proposed new facilities were developed according to accepted practices of personal wireless facility engineering and the persons completing all work indicated, suggests they are sufficiently qualified within their disciplines. The submitted structural analysis specifies the proposed facility will be designed using ANSI/EIA/TIA 222-G Series II Exposure C. CityScape recommends the structural analysis standard used shall be either G or H, whichever prevails at the time of the design.

The undersigned has evaluated the application to confirm it is compliant with the federal and state laws and finds satisfactory compliance with Granville County code. Based on this, CityScape recommends that this application for approval.

Respectfully submitted,



Richard L. Edwards
Licensed FCC RF Engineer
CityScape Consultants, Inc.

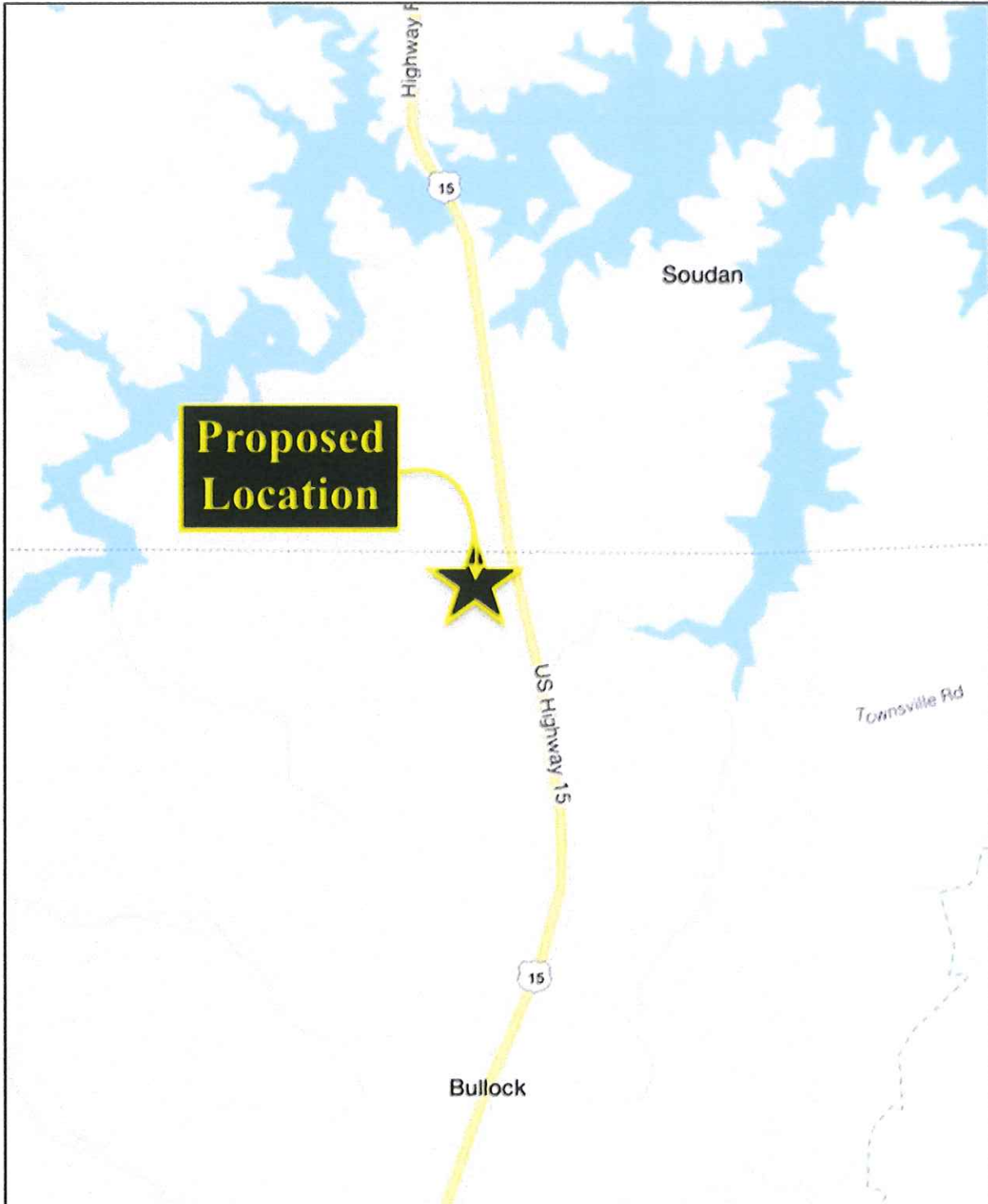


Figure 1 – Site Location

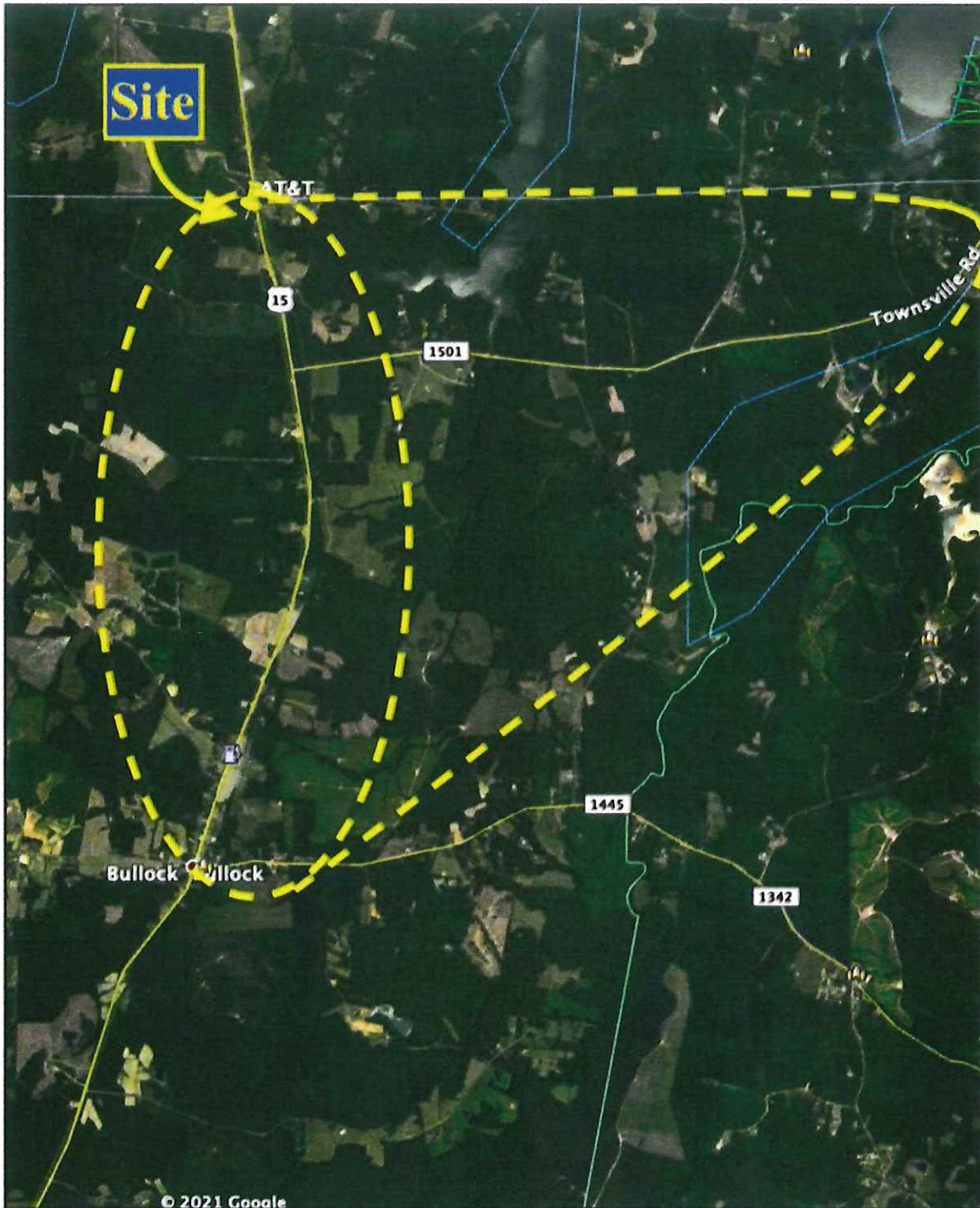
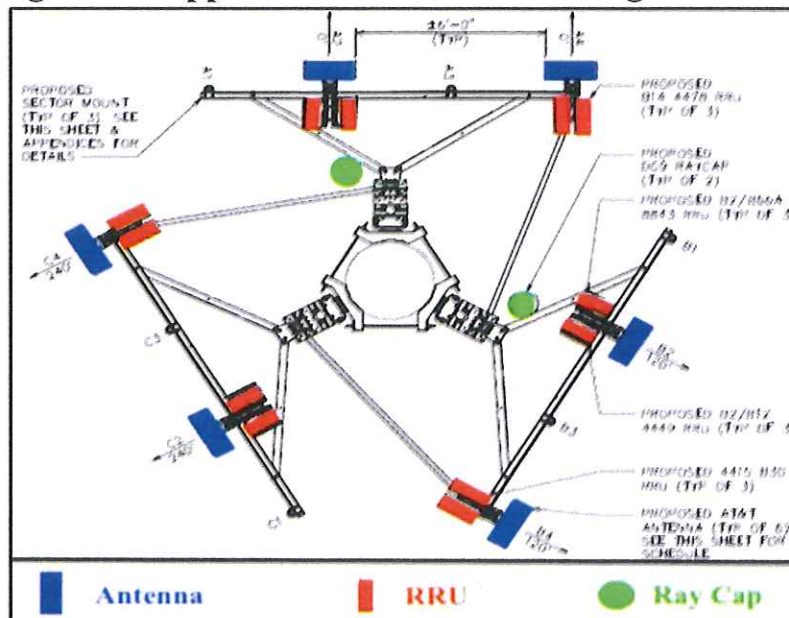
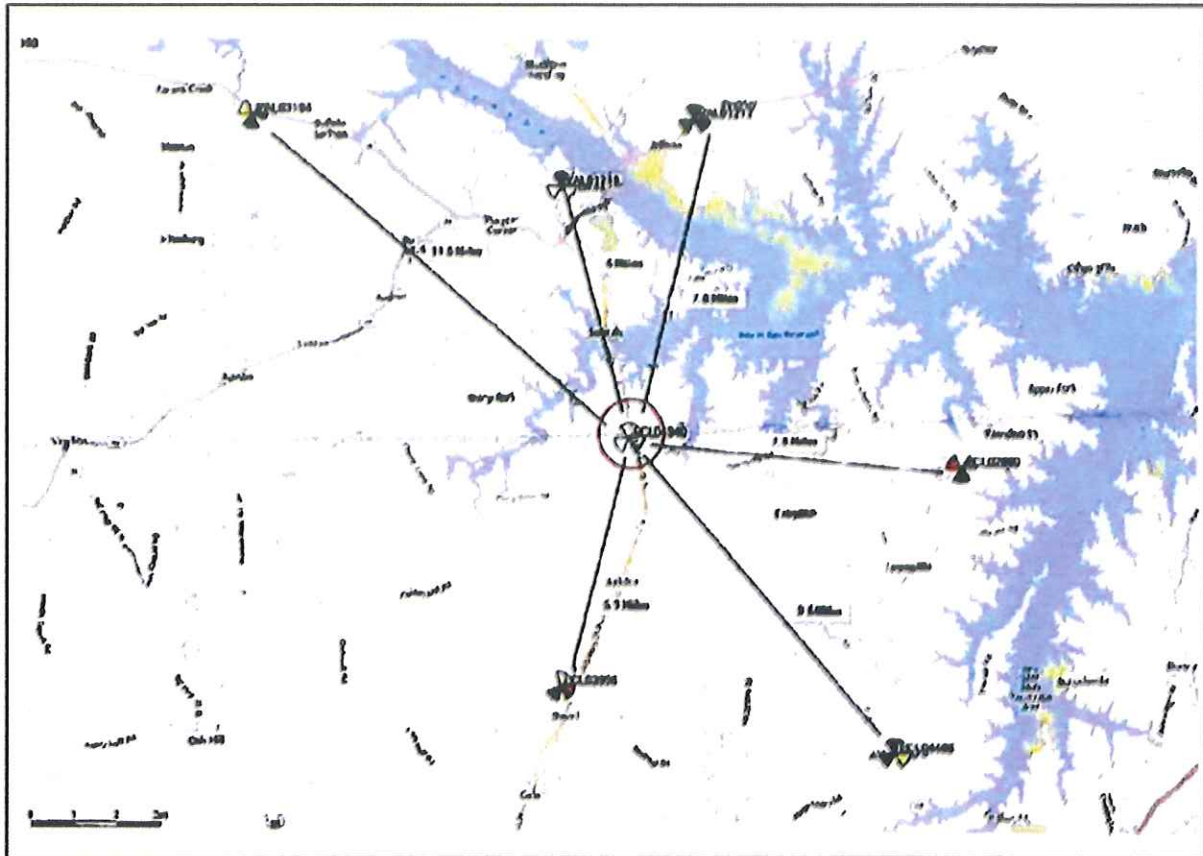


Figure 2 – Projected Area For New Services



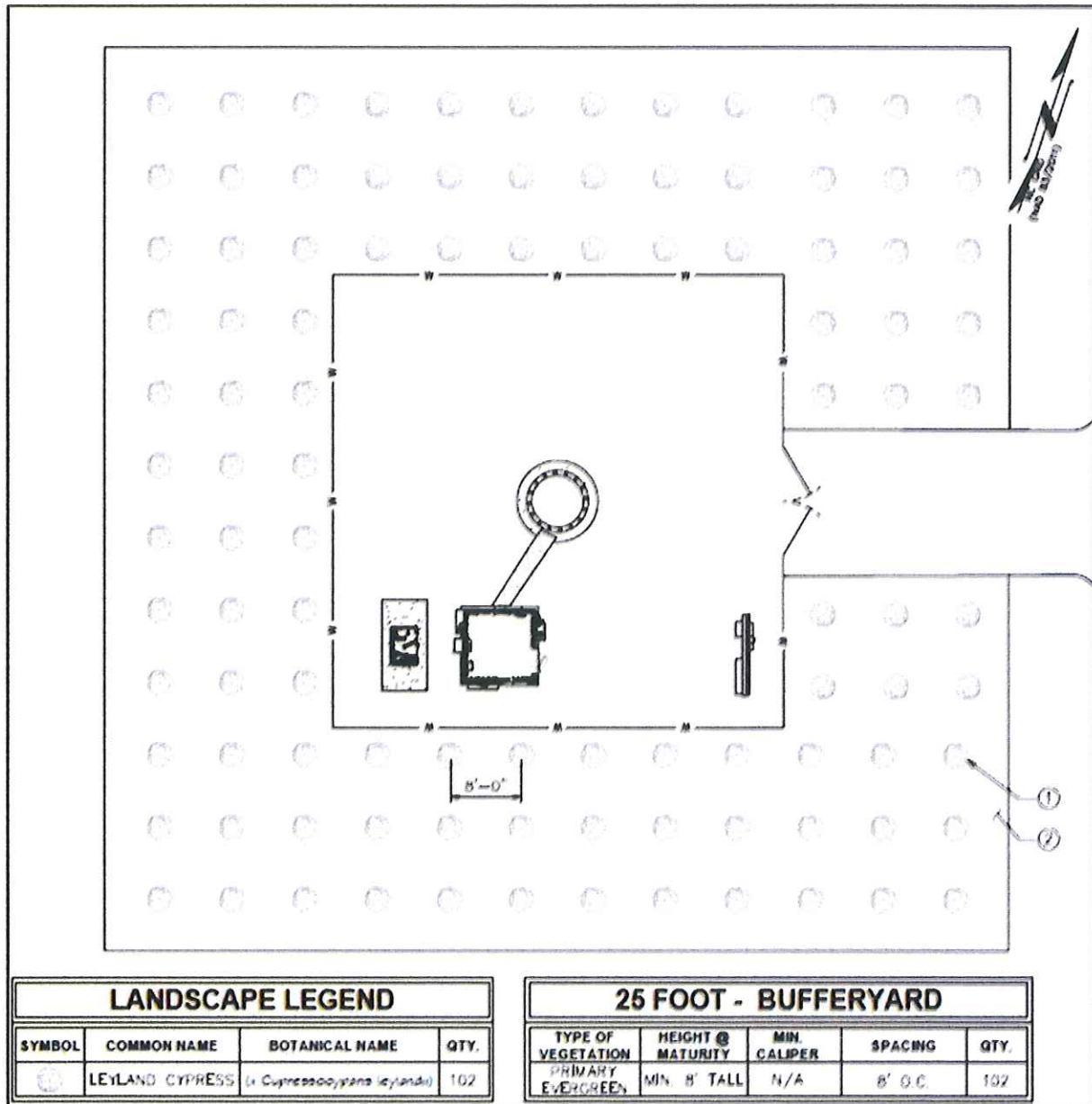


Figure 5 – Proposed Landscaping

Distance From Tower (Feet)	Power Density (mw/cm2)	% FCC Standard
1	0.0000171	0.008851
25	0.0000157	0.006271
50	0.0000115	0.004601
75	0.0000311	0.012440
100	0.0000431	0.017245

Table 1: Power Density Summary for Site 368-994 for 1900 Band

Distance From Tower (Feet)	Power Density (mw/cm2)	% FCC Standard
1	0.0000255	0.0208259
25	0.0000560	0.0457228
50	0.0000920	0.0750989
75	0.0001061	0.0866249
100	0.0001018	0.0830782

Table 2: Power Density Summary for Site 368-994 for 700 Band

As shown in **Table 1**, the maximum power density will not exceed 0.0000431mW/cm² at ground level in 1900 Band and as shown in **Table 2**, the maximum power density will not exceed 0.0001018mW/cm² at ground level in 700 Band. Moreover, the average energy expected near ground level is less than 1% of the MPE level. This level does not exceed the MPE limit set by the Federal Communications Commission or the American National Standards Institute.

Electromagnetic Emissions Compliance - The proposed WTF will comply with, and at all times will be maintained and operated in accordance with all FCC "Good Engineering Practices" and applicable rules and regulations with respect to environmental effects of electromagnetic emissions.

Based upon the ANSI/FCC standard and the predicted levels of electromagnetic energy emitted by site 368-994, this installation will be of no safety concern to the general public. The power density levels will not exceed federally approved levels or ANSI levels. This site will comply with FCC Act 47 U.S.C. Section 332 and applicable rules promulgated by the FCC.

If there are any further questions regarding the information provided I can be reached at (919) 788-2502.

Sincerely,



Shohel Chowdhury
Senior-RAN Design Engineer
AT&T Mobility LLC
Raleigh Market
Tel: 919-788-2502
E-mail: sc3730@att.com

Figure 6 – FCC Compliance Statement

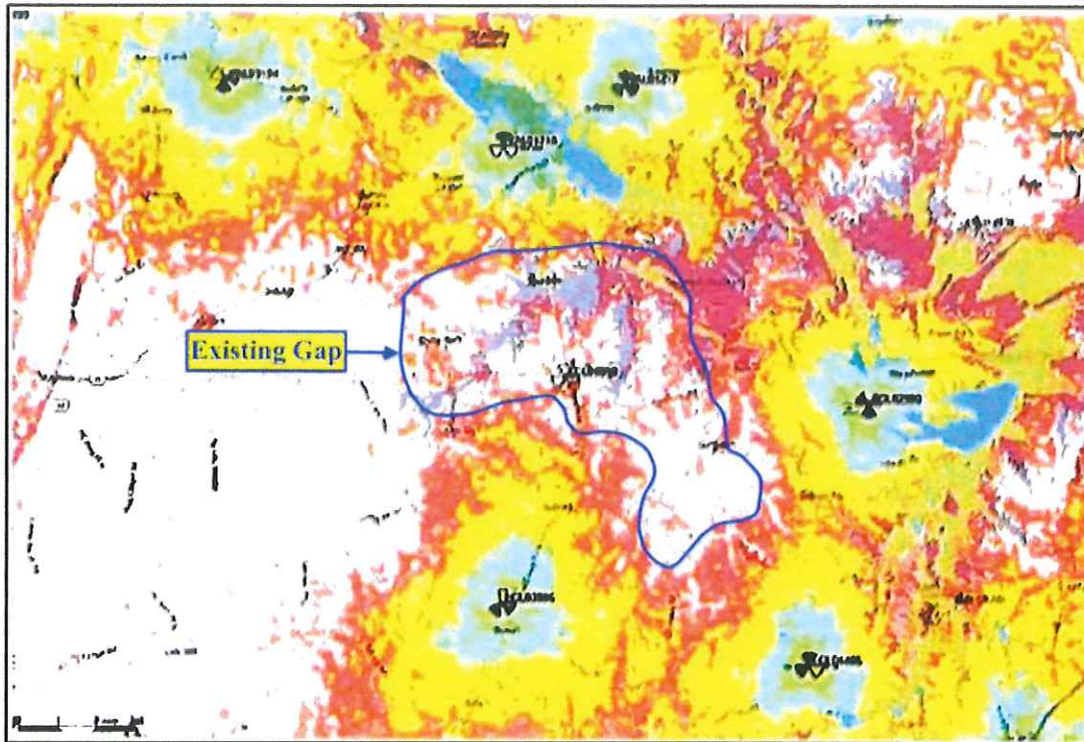


Figure 7 – Existing Coverage Gap

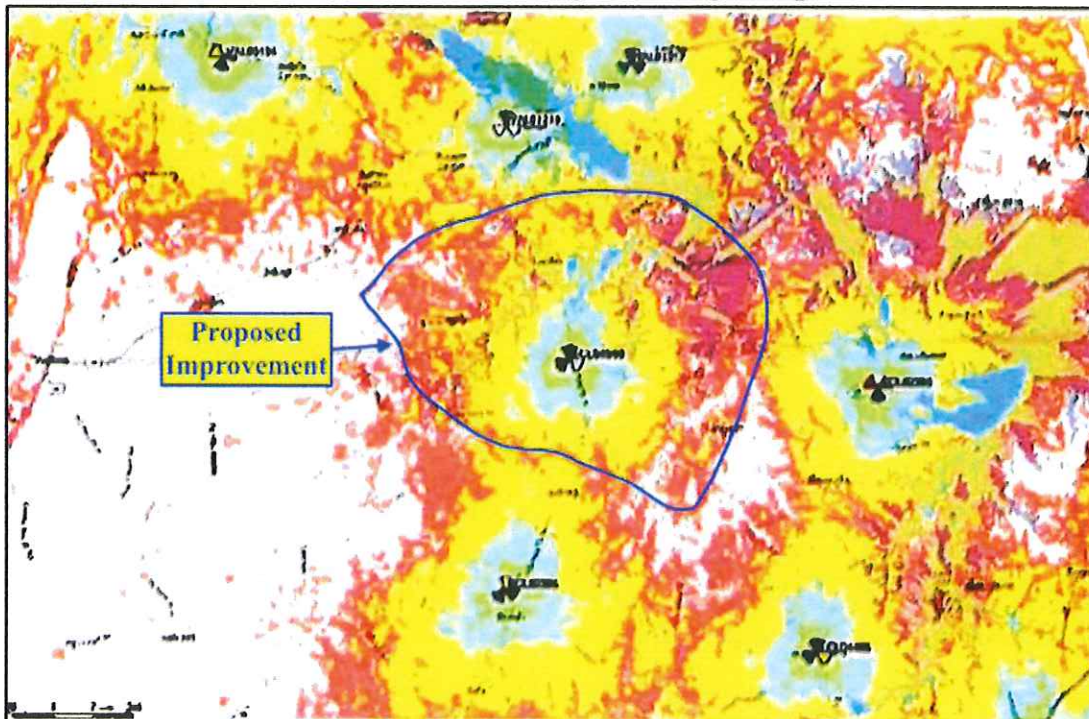


Figure 8 – Proposed Coverage Improvement



COUNTY OF GRANVILLE, NORTH CAROLINA

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

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

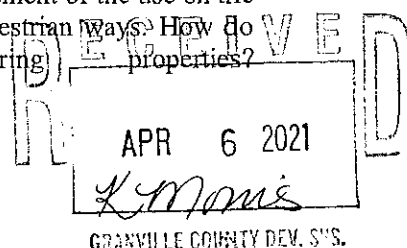
SPECIAL USE PERMIT APPLICATION

Date: 12-15-2020

Applicant: CitySwitch, LLC Telephone: 404-857-0858
Address: 1900 Century Place, NE, Suite 320, Atlanta, GA 30345
Property Owner: Curtis L. and Thomas A. Yancey Telephone: 252-425-4652
Address: 9573 Highway 15 N., Bullock, NC 27507

1. Application is hereby made for permission to: Construct a 190-foot monopole telecommunications tower and wireless facility on a 100' X 100' leased area of the subject property, tax map number 103100451872. (190' monopole + 9' lightning rod)
2. The building or land is located: at E-911 assigned address of 9615 US Hwy. 15 N., Bullock, NC 27507
3. The intended use of the building, structure, or land would be a special use permit request in the AR-40 Zoning District and is described as follows: Wireless Support Structure in the General Use Table of Permitted Land Uses
4. Please provide the following information: (attach additional sheets if necessary)
 - a. Please list all specific conditions applicable to the proposed use as required in Article III of this Chapter. Indicate whether the condition will be met, and if so, how. Please refer to Applicant's Project Narrative
 - b. Please identify and explain the size, location, and condition of all access roads, entrances, and exits as they relate to automotive and pedestrian safety, convenience, traffic flow, control, and access in case of fire or other emergency. Please refer to Applicant's Project Narrative
 - c. Please identify the number, size, and locations of parking, loading, refuse, and other service areas. Please explain how these items will not have a negative impact on the safety, convenience, and access in emergency. Please identify any negative economic impacts, glare, odor, or other impacts on adjoining properties and explain what steps you will take to minimize these effects. Please refer to the Applicant's Project Narrative
 - d. Please identify what, if any, changes may be required to utilities, school, fire, police, ambulance, and other necessary public and private facilities and services in order to accommodate the proposed use. Please refer to the Applicant's Project Narrative
 - e. Please provide a site plan showing the location and arrangement of the use on the site, including screening, buffering, landscaping, and pedestrian ways. How do these items differ from neighboring properties?

{A0071589.DOC}



Please see Tab 9 of the Application Binder for the Construction Drawings with Site Plan and refer to Applicant's Project Narrative.

- f. Please identify the type, size, and intensity of the proposed use, including hours of operation, number of people utilizing the use, increased traffic, and other effects. How do you expect these effects to impact the neighboring properties and community?

Please refer to the Applicant's Project Narrative.

5. Include with application, the following:

a. Site Plan

b. Letter of approval from Granville County Health Department, if applicable

6. After completing, sign the statement below:

I certify that I am the applicant for this permit. If applicable, I certify that I am a owner of the property that is subject to this permit. I agree that this permit, if granted, is issued on the presentation made herein and that this permit may be revoked in the event of any breach of representation or noncompliance of conditions of the permit.

1-8-21
Date

12-18-20
Date

12-18-20
Date

Karen M. Kemerait
Applicant's Signature - Karen M. Kemerait
on behalf of CitySwitch, LLC

Curtis L. Yancey
Owner's Signature - Curtis L. Yancey

Thomas A. Yancey
Owner's Signature - Thomas A. Yancey

Fee paid \$ _____ Date & Time of Public Hearing _____

Dates Public Hearing Advertised: _____

Permit: Approved: _____ Denied: _____

Reasons: _____

Approved with the following conditions: _____

Date

Chairman, Board of Commissioners

Special Use Permit #

{A0071589.DOC}

AT&T SITE #: 368-994
 CITY SWITCH SITE #: NCC016
 CITY SWITCH SITE NAME: GRANVILLE
 PROJECT DESCRIPTION: PROPOSED MONOPOLE TOWER
 TOWER TYPE: 190' MONOPOLE (189' OVERALL)
 SITE ADDRESS: 95713 HIGHWAY 15 BULLOCK, NC 27507 (GRANVILLE COUNTY)
 JURISDICTION: GRANVILLE COUNTY
 AREA OF CONSTRUCTION: 18,863± SQ. FT. (0.435± AC.)
 PROP. IMPERVIOUS AREA: 5,503± SQ. FT. (0.126± AC.)
 PARCEL ACREAGE: 38.21 AC. (1,664,428 SQ. FT.)
 PRESENT OCC. TYPE: TELECOMMUNICATIONS FACILITY
 CURRENT ZONING: AR-40
 WATERSHED CLASSIFICATION: NONE
 MAP #: 103100451872

PROJECT INFORMATION:



95713 HIGHWAY 15
 BULLOCK, NC 27507
 (GRANVILLE COUNTY)

CITY SWITCH SITE #: NCC016
 CITY SWITCH NAME: GRANVILLE
 AT&T SITE #: 368-994
 FA LOCATION CODE: 14615853

CO-APPLICANT/LESSEE:



2002 PISGAH CHURCH ROAD, SUITE 300
 GREENSBORO, NC 27455
 OFFICE: (336) 285-6163
 NOC #: (800) 638-2822

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.tepgroup.net
 N.C. LICENSE # P-1403

PROJECT INFORMATION

LATITUDE: N 36° 32' 21.72" (35.539367)
 LONGITUDE: W 78° 32' 24.28" (-78.540078)
 GROUND ELEVATION: 348.00' (AMSL)

CERTIFICATE

TOWER OWNER/OPERATOR:

NAME: CITYSWITCH, LLC
 ADDRESS: 1950 CENTURY PLACE NE, SUITE 320
 CITY, STATE, ZIP: ATLANTA, GA 30345
 CONTACT: JASON GROSECLOSE
 PHONE: (404) 857-0858
 NOC #: NCC016

APPLICANT/LESSEE:

NAME: CITYSWITCH, LLC
 ADDRESS: 1950 CENTURY PL NE, SUITE 320
 CITY, STATE, ZIP: ATLANTA, GA 30345
 CONTACT: JASON GROSECLOSE
 PHONE: (404) 857-0858
 NOC #: NCC016

CO-APPLICANT/LESSEE:

NAME: AT&T MOBILITY
 ADDRESS: 2062 PISGAH CHURCH RD, STE 300
 CITY, STATE, ZIP: GREENSBORO, NC 27455
 CONTACT: KEN WELKER
 PHONE: (336) 549-2847
 NOC #: (800) 638-2822

SITE PROJECT MANAGER:

NAME: MOUNTAIN, LTD
 ADDRESS: 1135 KILDAIRE FARM ROAD, SUITE 327
 CITY, STATE, ZIP: CARY, NC 27511
 CONTACT: ERIC THURTELL
 PHONE: (919) 481-3138

CIVIL ENGINEER:

NAME: TOWER ENGINEERING PROFESSIONALS
 ADDRESS: 326 TRYON ROAD
 CITY, STATE, ZIP: RALEIGH, NC 27603
 CONTACT: JOHN H. BEST III, P.E.
 PHONE: (919) 661-6351

ELECTRICAL ENGINEER:

NAME: TOWER ENGINEERING PROFESSIONALS
 ADDRESS: 326 TRYON ROAD
 CITY, STATE, ZIP: RALEIGH, NC 27603
 CONTACT: MARK S. QUAKENBUSH, P.E.
 PHONE: (919) 661-6351

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. NORTH CAROLINA BUILDING CODE (2011 EDITION)
2. NORTH CAROLINA ECODE COUNCIL (404) 857-0858
3. ANSI/ASCE 322-H
4. 2011 NEC (2011 NEC & NO ADDENDUM)
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

UTILITIES:

POWER COMPANY: DUKE ENERGY
 CONTACT: CUSTOMER SERVICE
 PHONE: (704) 654-5400
 METER & NEAR SITE: UNKNOWN
 TELEPHONE COMPANY: CENTURYLINK
 CONTACT: CUSTOMER SERVICE
 PHONE: (855) 642-8444
 PHONE & NEAR SITE: (919) 280-5652
 PEDESTAL & NEAR SITE: UNKNOWN

LAND PLANNER:

NAME: THE COUNTY OF GRANVILLE NC
 ADDRESS: 122 WILLIAMSBORO STREET
 CITY, STATE, ZIP: P.O. BOX 877 OXFORD, NC 27565
 CONTACT: BARRY BAKER
 PHONE: (919) 403-1334

PROPERTY OWNER:

NAME: CURTIS L & THOMAS A YANCEY
 ADDRESS: 9753 HIGHWAY 15
 CITY, STATE, ZIP: BULLOCK, NC 27507
 CONTACT: CURTIS L & THOMAS A YANCEY
 PHONE: (252) 425-4852

SHEET	DESCRIPTION	REV
T1	TITLE SHEET	1
T2-T6	APPENDIX B	0
N1	GENERAL NOTES	0
	SITE SURVEY	0
	LEGAL DESCRIPTIONS	0
	TITLE EXCEPTIONS	0
	PILOT PARCEL	0
C1	SITE PLAN	1
C2	PROPOSED COMPOUND DETAIL	1
C3	TOWER ELEVATION	1
C4	WIC ELEVATIONS	1
C5	FOUNDATION DETAILS	0
C6-C7	ICE BRIDGE DETAILS I-II	0
C8A-C8B	GENERATOR SPECIFICATIONS I-II	0
C9	GENERATOR FOUNDATION & SIGNAGE DETAILS	0
C10	ANTENNA MOUNTING DETAILS	0
C10A	ANTENNA MOUNTING SCHEDULE	0
C11	FENCE DETAILS	0
C12	SIGNAGE DETAILS	0
C13	SOIL & EROSION CONTROL PLAN	1
C13A	SOIL FENCE DETAILS	0
C14	CULVERT & DRIVEWAY DETAILS	1
C14A	DISSIPATOR PAD DETAILS	1
C14B	PAVED DRIVEWAY DETAILS	1
L1	LANDSCAPING PLAN	1
E1	ELECTRICAL NOTES	0
E2A	ONE-LINE DIAGRAM	0
E2B	PANEL SCHEDULE	0
E3	SERVICE ROUTING PLAN	0
E3A	SERVICE RACK DETAILS	0
E4	GROUNDING PLAN	0
E5	GROUNDING DETAILS I	0
E6	GROUNDING DETAILS II	0
	APPENDICES	0
	PROPOSED MOUNT & MOUNT PIPE SPECIFICATIONS	0

SEAL:



SEAL:



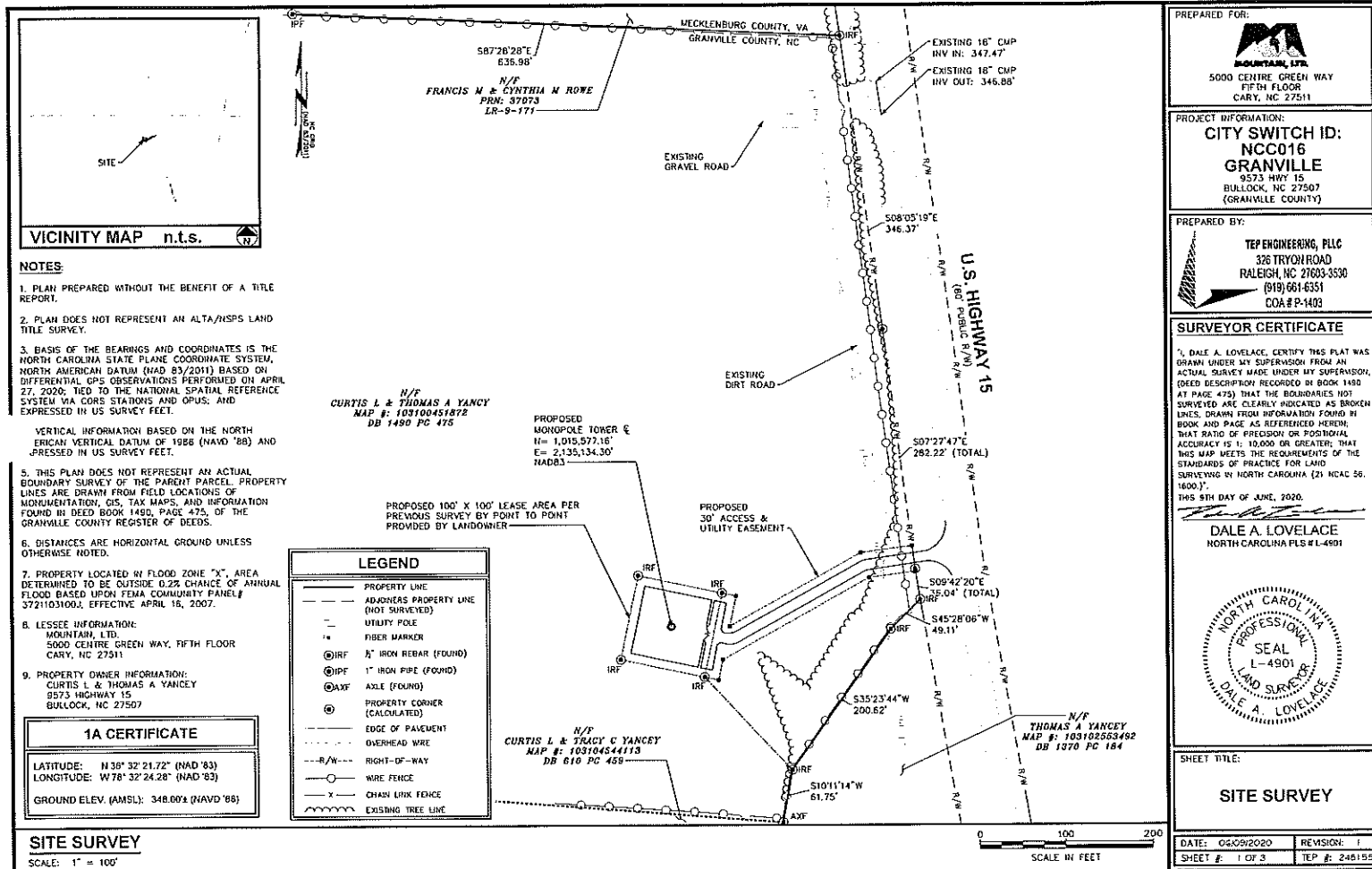
SHEET NUMBER: T-1
 REVISION: 1
 TEP#246155-416023

LOCATION MAP

1. MONTPELIER AIRPORT: 13.1 MILES (VIA MORGAN RD)
2. MEADOWLARK AIRPORT: 36.9 MILES (VIA US-1 & NC-39 N)
3. BALL AIRPORT-79NC: 38.9 MILES (VIA NC-39 N)

CONTACT INFORMATION

INDEX OF SHEETS



LEGAL DESCRIPTION OF 100' X 100' LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN GRANVILLE COUNTY, NORTH CAROLINA BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1490 AT PAGE 475 OF THE GRANVILLE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON REBAR FOUND ON THE SOUTHEASTERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1490, PAGE 475, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 1,015,410.12, AND EASTING = 2,135,273.94; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 42°58'20" WEST A DISTANCE OF 147.89 FEET TO AN IRON REBAR FOUND ON THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 1,015,518.22, AND EASTING = 2,135,172.96; THENCE, FROM THE POINT OF BEGINNING, NORTH 78°09'08" WEST A DISTANCE OF 100.00 FEET TO AN IRON REBAR FOUND; THENCE NORTH 11°50'52" EAST A DISTANCE OF 100.00 FEET TO AN IRON REBAR FOUND; THENCE SOUTH 78°09'08" EAST A DISTANCE OF 100.00 FEET TO AN IRON REBAR FOUND; THENCE SOUTH 11°50'52" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

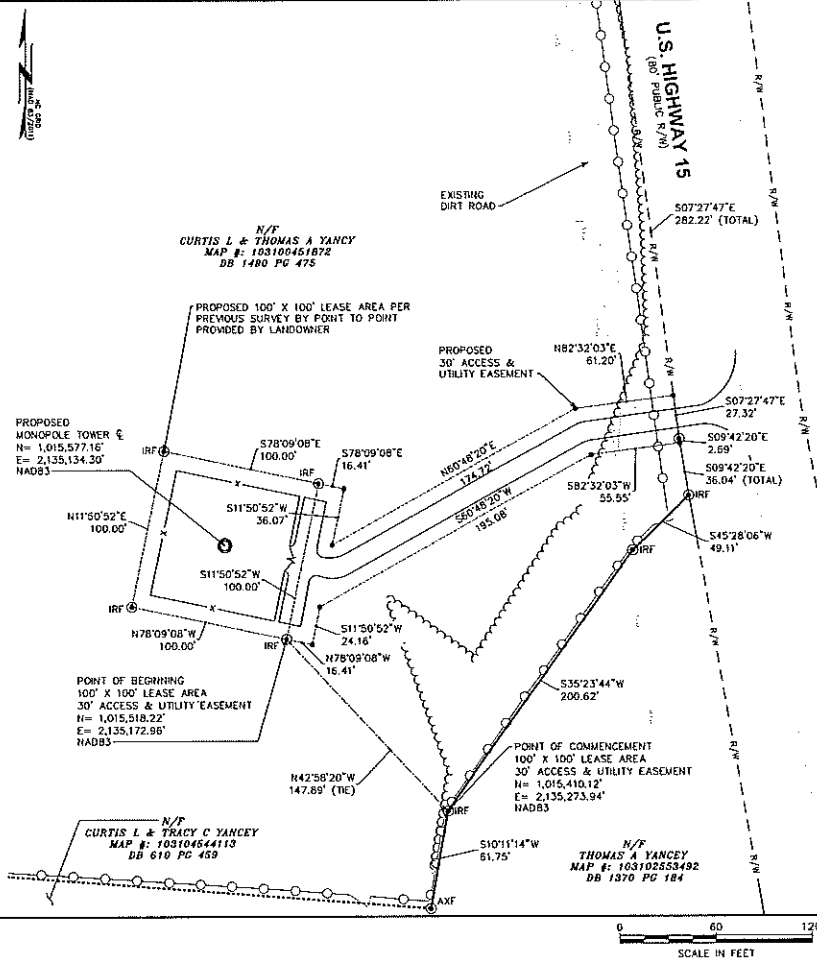
SAID LEASE AREA PARCEL CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 30' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN GRANVILLE COUNTY, NORTH CAROLINA BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1490 AT PAGE 475 OF THE GRANVILLE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON REBAR FOUND ON THE SOUTHEASTERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1490, PAGE 475, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 1,015,410.12, AND EASTING = 2,135,273.94; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 42°58'20" WEST A DISTANCE OF 147.89 FEET TO AN IRON REBAR FOUND ON THE SOUTHEAST CORNER OF THE AFORE DESCRIBED 100' X 100' LEASE AREA AND THE SOUTHWESTERN CORNER OF THE HEREIN DESCRIBED ACCESS & UTILITY EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 1,015,518.22, AND EASTING = 2,135,172.96; THENCE, FROM THE POINT OF BEGINNING, NORTH 11°50'52" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE, LEAVING SAID LEASE AREA, SOUTH 78°09'08" EAST A DISTANCE OF 16.41 FEET TO A POINT; THENCE SOUTH 11°50'52" WEST A DISTANCE OF 174.72 FEET TO A POINT; THENCE NORTH 60°48'20" EAST A DISTANCE OF 174.72 FEET TO A POINT; THENCE NORTH 82°32'03" EAST A DISTANCE OF 61.20 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF U.S. HIGHWAY 15; THENCE, WITH SAID RIGHT OF WAY, SOUTH 07°27'47" EAST A DISTANCE OF 27.32 FEET TO A POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, SOUTH 09°42'20" EAST A DISTANCE OF 2.69 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 82°32'03" WEST A DISTANCE OF 55.55 FEET TO A POINT; THENCE SOUTH 60°48'20" WEST A DISTANCE OF 155.08 FEET TO A POINT; THENCE SOUTH 11°50'52" WEST A DISTANCE OF 24.16 FEET TO A POINT; THENCE NORTH 78°09'08" WEST A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA PARCEL CONTAINING 8,940 SQUARE FEET OR 0.21 ACRES MORE OR LESS.



LEGAL DESCRIPTIONS

SCALE: 1" = 60'

PREPARED FOR:
YANCEY
5000 CENTRE GREEN WAY
FIFTH FLOOR
CARY, NC 27511

PROJECT INFORMATION:
SITE ID: 368-994
YANCEY
9573 HWY 15
BULLOCK, NC 27507
(GRANVILLE COUNTY)

PREPARED BY:
TEP ENGINEERING, PLLC
325 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

SURVEYOR CERTIFICATE

"I, DALE A. LOVELACE, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN DEED BOOK 1490 AT PAGE 475) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREIN, THAT HAND OF PRECISION OR POSITRONAL ACCURACY IS 1:10,000 OR GREATER, THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1500)."

THIS 9TH DAY OF JUNE, 2020.
DALE A. LOVELACE
NORTH CAROLINA PLS # L-4901



SHEET TITLE:

LEGAL DESCRIPTIONS

DATE: 06/09/2020 REVISION: 1
SHEET #: 2 OF 3 TEP #: 246155

NOTES:

1. BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON APRIL 27, 2020; TIED TO THE NATIONAL SPATIAL REFERENCE SYSTEM VIA CORS STATIONS AND OPUS; AND EXPRESSED IN INTERNATIONAL FEET.
2. VERTICAL INFORMATION BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND EXPRESSED IN US SURVEY FEET.
3. THIS PLAN DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THE PARENT PARCEL. PROPERTY LINES ARE DRAWN FROM FIELD LOCATIONS OF MONUMENTATION, GIS, TAX MAPS, AND INFORMATION FOUND ON THE CALDWELL COUNTY REGISTER OF DEEDS.
4. PROPERTY LOCATED IN FLOOD ZONE "X". AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL# 3721103100, EFFECTIVE APRIL 16, 2007.
5. THERE ARE NO HABITABLE OR RESIDENTIAL STRUCTURES LOCATED ON THE PROPERTY.

AIRPORTS:

1. MONTEPELIER AIRPORT: 13.1 MILES (VIA MORGAN RD)
2. MEADOWLARK AIRPORT: 36.9 MILES (VIA US-1 & NC-39 N)
3. BALL AIRPORT-79NC: 38.9 MILES (VIA NC-39 N)

SITE DATA TABLE

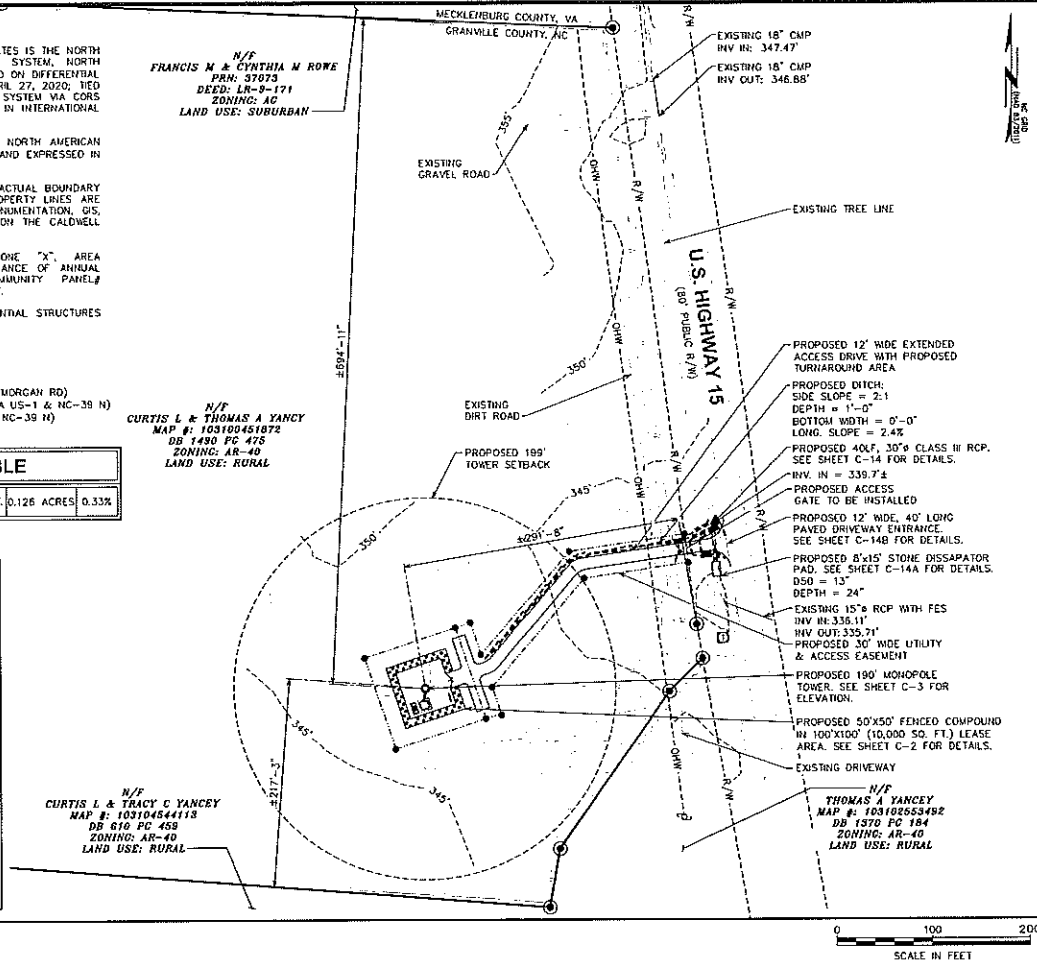
PROPOSED IMPERVIOUS AREA	5,503 SQ. FT.	0.126 ACRES	0.33%
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LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- EXIST. CONTOUR LINE
- 200--- PROP. CONTOUR LINE
- EDGE OF PAVEMENT
- OHW--- OVERHEAD WIRE
- R/W--- RIGHT-OF-WAY
- CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 100'



PLANS PREPARED FOR:

2002 PISGACH CHURCH ROAD, SUITE 300

GREENSBORO, NC 27455

PLANS PREPARED FOR:

1900 CENTURY PLACE NE, SUITE 320

ATLANTA, GA 30345

PLANS PREPARED FOR:

1135 KILDAIRE FARM ROAD, SUITE 327

CARY, NC 27511

PROJECT INFORMATION:

AT&T SITE #: 368-994

FA LOCATION: 14615853

CITYSWITCH #: NCC016

55713 HIGHWAY 15

BULLOCK, NC 27507

(GRANVILLE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD

RALEIGH, NC 27603-3530

OFFICE: (919) 661-6351

www.tepgroup.net

N.C. LICENSE # P-1403

SEAL:

PRELIMINARY

DO NOT USE FOR

CONSTRUCTION

1	05-26-20	PRELIMINARY
0	07-29-20	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: DSE | CHECKED BY: CSN

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-1

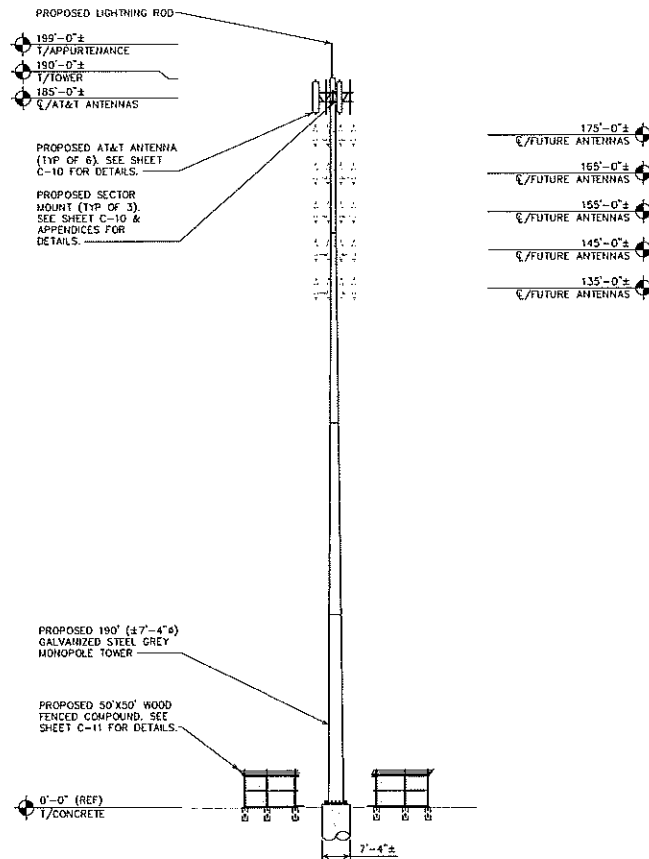
REVISION:

1

TEP#246155.416023

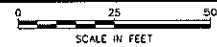
NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF STRUCTURAL ANALYSIS.
2. TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TANK IN THE FIELD MAY VARY.



TOWER ELEVATION

SCALE: 1" = 25'



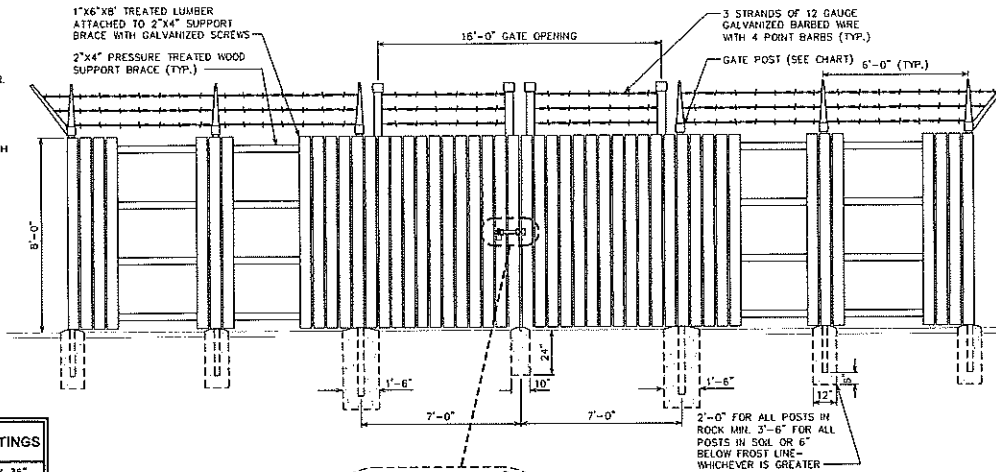
PLANS PREPARED FOR:	
 2002 PISCATAWAY CHURCH ROAD, SUITE 300 GREENSBORO, NC 27455	
PLANS PREPARED FOR:	
 1900 CENTURY PLACE NE, SUITE 320 ATLANTA, GA 30345	
PLANS PREPARED FOR:	
 1135 KILDAIRE FARM ROAD, SUITE 327 CARY, NC 27511	
PROJECT INFORMATION:	
AT&T SITE #: 368-994 FA LOCATION: 14615853 CITY SWITCH #: NCC016 95713 HIGHWAY 15 BULLOCK, NC 27507 (GRAHAMVILLE COUNTY)	
PLANS PREPARED BY:	
TOWER ENGINEERING PROFESSIONALS 326 TRYON ROAD RALEIGH, NC 27603-3530 OFFICE: (919) 661-6351 www.tepgroup.net N.C. LICENSE # P-1403	
SEAL:	
1	06-26-20
0	07-29-20
REV	DATE
ISSUED FOR:	
DRAWN BY: BSE CHECKED BY: CSN	
SHEET TITLE:	
TOWER ELEVATION	
SHEET NUMBER:	REVISION:
C-3	1
TEP#245155.41602	

FENCE NOTE:

FENCE TO BE MAINTAINED BY AMERICAN TOWER.
ONLY TREATED LUMBER AND HOT DIPPED GALVANIZED STEEL SCREWS ARE TO BE USED.

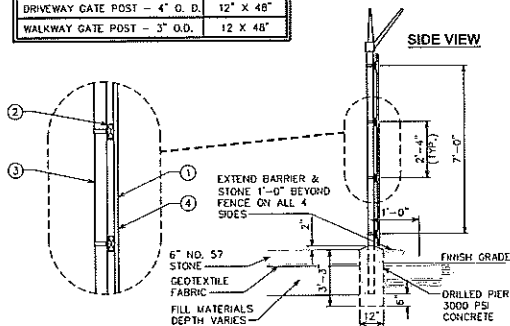
DRAWING NOTES:

- ① 1x6 TREATED WOOD. ATTACH TO 2x4'S WITH HOT DIPPED GALVANIZED STEEL SCREWS.
- ② 2x4 TREATED WOOD. ATTACH TO GALVANIZED FENCE POST WITH SUPPORT BRACKET AND 3/8" X 1" LAG BOLT (TYP.)
- ③ GALVANIZED FENCE POST
- ④ WOOD FENCE TO BE APPROPRIATELY STAINED OR PAINTED.



8' HIGH FENCE	FOOTINGS
LINE POST - 2" O.D.	9" X 36"
CORNER POST - 3" O.D.	12" X 48"
DRIVEWAY GATE POST - 4" O.D.	12" X 48"
WALKWAY GATE POST - 3" O.D.	12" X 48"

WOODEN FENCE ATTACHMENT BRACKET	
LINE POST - 2" O.D.	2" X 6" ATTACH. BRACKET
CORNER POST - 3" O.D.	3" X 6" ATTACH. BRACKET
DRIVEWAY GATE POST - 4" O.D.	4" X 6" ATTACH. BRACKET



FENCE DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:
at&t
2002 PISGAH CHURCH ROAD, SUITE 300
GREENSBORO, NC 27455

PLANS PREPARED FOR:
CITYSWITCH
1900 CENTURY PLACE NE, SUITE 320
ATLANTA, GA 30345

PLANS PREPARED FOR:
MOUNTAIN, LTD.
1135 KILDAIRE FARM ROAD, SUITE 327
CARY, NC 27511

PROJECT INFORMATION:
AT&T SITE #: 368-994
FA LOCATION: 14615853
CITYSWITCH #: NCC016
95713 HIGHWAY 15
BULLOCK, NC 27507
(GRANVILLE COUNTY)

PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 651-6351
WWW.TEP-NC.COM
N.C. LICENSE # P-1403

SEAL:
PRELIMINARY
DO NOT USE FOR CONSTRUCTION

1	06-20-20	PRELIMINARY
0	07-29-20	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: BSC CHECKED BY: CSN

SHEET TITLE:

FENCE DETAILS

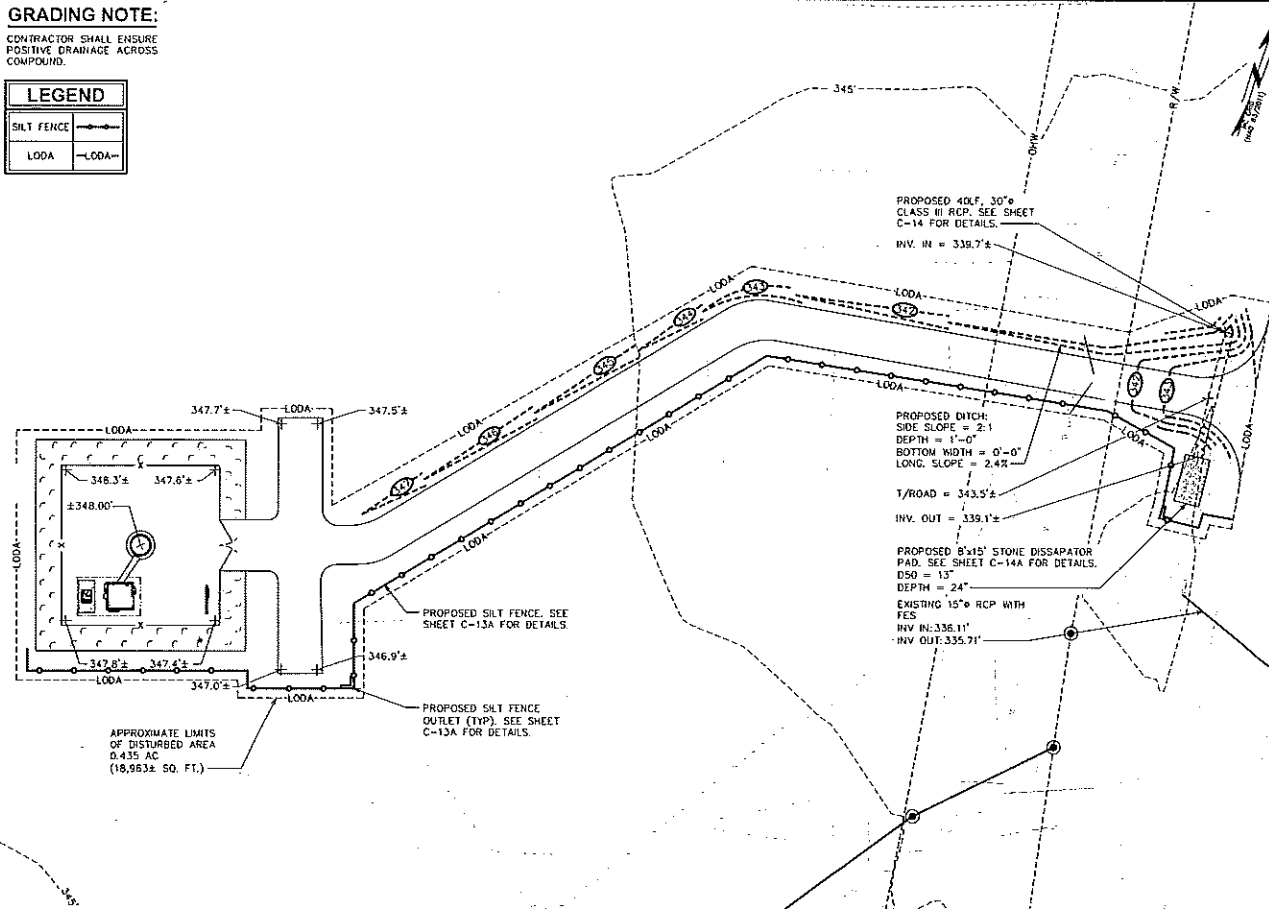
SHEET NUMBER:	REVISION:
C-11	1
TEP#240155-418023	

GRADING NOTE:

CONTRACTOR SHALL ENSURE
POSITIVE DRAINAGE ACROSS
COMPOUND.

LEGEND

SILT FENCE	—●—
LODA	—LODA—



SOIL & EROSION CONTROL PLAN (GRADING PLAN)

SCALE: 1" = 30'

PLANS PREPARED FOR: 2002 PISCAN CHURCH ROAD, SUITE 300 GREENSBORO, NC 27455	
PLANS PREPARED FOR: 1900 CENTURY PLACE NE, SUITE 320 ATLANTA, GA 30345	
PLANS PREPARED FOR: 1135 KILDAIRE FARM ROAD, SUITE 327 CARY, NC 27511	
PROJECT INFORMATION: AT&T SITE #: 368-994 FA LOCATION: 14615853 CITYSWITCH #: NCC016 95713 HIGHWAY 15 BULLOCK, NC 27507 (GRANVILLE COUNTY)	
PLANS PREPARED BY: TOWER ENGINEERING PROFESSIONALS 325 TRYON ROAD RALEIGH, NC 27603-3530 OFFICE: (919) 661-6351 www.tepgroup.net N.C. LICENSE # P-1403	
SEAL: 	
1 08-26-20 PRELIMINARY O 07-29-20 PRELIMINARY REV DATE ISSUED FOR:	DRAWN BY: BSE CHECKED BY: CSN
SHEET TITLE: SOIL & EROSION CONTROL PLAN	
SHEET NUMBER: C-13	REVISION: 1 TEP#246155.41&023

STATE OF NORTH CAROLINA
GRANVILLE COUNTY

BEFORE THE GRANVILLE COUNTY
PLANNING BOARD
AND
BOARD OF COMMISSIONERS

CITYSWITCH, LLC II-A'S SPECIAL USE	)	PROJECT NARRATIVE
PERMIT APPLICATION TO CONSTRUCT	)	AND
A 190-FOOT MONOPOLE WIRELESS	)	STATEMENT OF COMPLIANCE
ANTENNA SUPPORT STRUCTURE WITH	)	WITH
A NINE-FOOT LIGHTNING ROD FOR AN	)	GRANVILLE COUNTY
OVERALL HEIGHT OF 199 FEET	)	CODE OF ORDINANCES

**I.
STATEMENT OF APPLICATION**

CitySwitch, LLC II-A ("CitySwitch" or "Applicant"), pursuant to the requirements set forth in the Granville County Code of Ordinances ("Ordinance"), files this Special Use Permit Application seeking approval to construct and operate a 190-foot wireless communications facility (190-foot monopole tower with a nine-foot lightning rod for an overall height of 199 feet) so that AT&T Mobility ("AT&T"), the First Responder Network Authority ("FirstNet"), and other wireless providers may attach their antennas and equipment to the tower under their licenses issued by the Federal Communications Commission ("FCC") in order to improve wireless telecommunications services and coverage to the citizens, businesses, travelers, visitors, and first responders in Granville County.

**II.
BACKGROUND**

Modern wireless communications include far more than cellular and digital phone networks. Today, wireless communications include a great number of services, such as voice, advanced messaging, data, real-time information (news, weather, sports, etc.), photographs, video, entertainment, and connections to social media. The number of services that are available continues to increase.

The convenience, safety and efficiency benefits -- as well as the "connectedness" with the world -- achieved through digital phones (and especially the latest generation of "smart phones") has created a tremendous demand for these and other burgeoning services. It is projected that within the next few years, fully three-quarters of the American population will utilize a wireless device to communicate on a daily basis. It is clear that wireless infrastructure is needed to serve a growing population of wireless customers, especially since roughly one of five traditional U.S. landline phone users has switched to "wireless-only." Today, more than 247 billion emails and 90 billion "tweets" are sent each day, and it is projected that video-over-instant messaging and video calling will increase sevenfold in the next few years. Individuals and households are not the only ones who are going wireless. Businesses increasingly depend

on wireless service to conduct their business, and more people are working remotely from their homes and away from their businesses' physical locations. For example, more than three times as many small businesses today strongly agree that wireless technology is key to staying competitive -- 49 percent versus 16 percent in 2007.

The FCC has designated and auctioned a limited number of radio spectra for wireless communication providers to deliver wireless communications services across the United States. AT&T holds one of those licenses. Increasingly, AT&T and other wireless communication licensees are competing with existing telecommunication services and each other, giving consumers more flexibility and lower prices, and fueling innovation and technological improvements.

The FCC's grant of wireless licenses comes with a mandate that the licensees substantially complete construction of their respective communication systems expeditiously. To complete their systems, licensees must develop an infrastructure or system of strategically placed, low-powered antennas. The signal for the antennas is limited by factors such as variations of the terrain and the finite capacity of signals at any given time; therefore, each antenna covers a limited geographic area. The antennas are, thereby, placed in such a way as to provide contiguous coverage and fill the gaps throughout a given region, as well as to provide sufficient and consistent capacity.

In addition, in 2017, the Department of Commerce and FirstNet signed a 25-year contract with AT&T to build the first nationwide wireless network for America's first responders. The FirstNet network is planned to cover all 50 states, five U.S. territories, the District of Columbia, rural communities, and tribal lands. The proposed tower will be utilized by AT&T to support the deployment of FirstNet. For further information about the FirstNet deployment, please refer to Tab 7 of the application binder or online at <https://www.firstnet.gov>.

III. PROJECT DESCRIPTION

To fill a significant gap in wireless telecommunications coverage in Granville County, CitySwitch respectfully requests that a Special Use Permit be issued so that it may develop the 190-foot monopole wireless tower (with a nine-foot lightning rod for an overall height of 199 feet) to be located on the property of Curtis L. and Thomas A. Yancey, within a 100-foot by 100-foot leased area of the 38.21-acre parcel, located in an Agricultural Residential (AR-40) zoned district of Granville County (Tax Parcel Identification Number 103100451872).

The tower will be located 694.11 feet from the property to the north, 291.8 feet from US. Hwy. 15 to the east, 217.3 feet from the property to the south, and 1,638.4 feet from the property to the west. Please refer to Sheet C-1, Overall Site Plan, of the construction drawings. The site will be accessed by a 30-foot wide utility and access easement off of US. Highway 15 as shown on Sheet C-1A of the construction drawings.

The tower and wireless telecommunications facility compound will have room to accommodate the antennas and equipment of AT&T and five additional wireless service providers within the 50-foot by 50-foot fenced area. The tower compound will be secured by an eight-foot tall wooden fence with three strands, one additional foot, of barbed wire around the top of the perimeter of the fenced compound. Please refer to Sheet C-11 of the construction drawings for the fence details.

The tower will comply with all FAA regulations and federal, state, and local regulations, as well as all applicable regulations of the County's Ordinance. In short, this site is an ideal location for a telecommunications facility to provide not only AT&T's and FirstNet's wireless telecommunications services to a currently unserved area of Granville County, but other wireless providers' services as well.

IV. STATEMENT OF NECESSITY

The voice and data signals for mobile wireless telecommunications systems travel through the air to receiving and transmitting antennas. The antennas must be at a height sufficient to simultaneously provide coverage for users in the surrounding territory. In unserved areas (or where the antennas' capacity has been reached), calls are "dropped" when a caller enters such areas and calls cannot be made. Where such gaps in coverage exist, the wireless provider issues a "search ring" within which well-placed antennas would fill the gap. Considerations in selecting a site include the size of the tract of land, zoning requirements, elevation, topography, accessibility, natural visual buffers, and proximity to current and prospective users. In selecting the proposed site, AT&T considered the Ordinance's objectives in conjunction with the area where service is needed, and determined that attaching its antennas to a tower facility situated on the proposed site would provide the needed coverage. In this case, AT&T then contracted with CitySwitch for the construction of a wireless antenna support structure and facility upon approval from the County to do so.

The proposed tower is required so that wireless coverage may be extended along U.S. Highway 15 and to provide indoor/outdoor coverage to residential homes and businesses in and around the surrounding area.

V. RELATIONSHIP OF PROPERTY OWNER TOWER OWNER / APPLICANT CARRIER AND AUTHORIZED AGENT

The property owners, Curtis L. Yancey and Thomas A. Yancey, entered into an Option and Land Lease Agreement on July 29, 2020 with New Cingular Wireless PCS, LLC ("Cingular"), an affiliated company of AT&T, to allow New Cingular to lease a 100-foot by 100-foot (10,000 square foot) area of the property to construct a wireless telecommunications antenna support structure and facility within the lease area. Cingular contracted with CitySwitch to construct the facility. Upon approval by the County, CitySwitch and Cingular will enter into an Assignment and Assumption Agreement wherein CitySwitch will assume the lease and all details thereof.

Karen Kemerait with Fox Rothschild, LLP has been retained by CitySwitch to assist with the Granville County permitting process. AT&T, CitySwitch, and their respective agents will cooperate with the County at all times in permitting, construction, and operation of this proposed facility.

VI.
STATEMENT OF COMPLIANCE
WITH THE GRANVILLE COUNTY CODE OF ORDINANCES
CHAPTER 32

Section 32-62 – Agricultural Residential District 40 (AR-40)

The AR-40 district is established to promote a compatible mixture of agricultural, forestry conservation and very-low-density residential uses where few public services will be available. Protection of the environment, preservation of prime farm land, and the continuation of rural lifestyles are goals this district seeks to attain.

Acknowledged.

Section 32-142 – Table of Permitted Uses

Wireless support structures are listed in the Table of Permitted Uses in the AR-40 district as a Special Use. Therefore, the proposed wireless telecommunication tower is permitted upon issuance of a Special Use Permit.

ARTICLE IX - WIRELESS TELECOMMUNICATIONS FACILITIES

Section 32-566 – Purpose and Legislative Intent

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

- (1) Promote the health, safety, and general welfare of the public by regulating the siting of wireless facilities and wireless support structures.

The proposed tower will not only maintain the public health, safety, and general welfare of the public, but it will enhance the public health, safety, and general welfare of the public and those living, working, and traveling near the proposed site. The proposed tower will increase the public safety and general welfare because the first responders, residents, and those traveling through the proposed coverage area will have improved coverage and will be able to place and receive calls during emergencies. Please refer to the Radio Frequency Propagation Studies provided under Tab 10 of the application binder that show the current, insufficient coverage for the area and the coverage that will be provided with the addition of the proposed wireless facility.

Thousands of facilities such as this one are located throughout the State of North Carolina (and tens of thousands nationwide). The facilities do not present a threat or danger to the public health, safety, or general welfare. Radio emissions from the facility will comply with all federal laws, including those established by the FCC, and the emissions will fall well below emission standards for this type of facility, as established by the American National Standards Institute (ANSI). Please refer to the statement of certification that this facility will be in compliance with all applicable County, state, and federal laws, rules, and regulations located under Tab 13 of the application binder.

Wireless communications is a public safety necessity, as communication is critical in times of crisis. Seventy-four percent of Americans who own mobile phones say that they have used their hand-held devices in an emergency and gained valuable help. Most importantly, in times of natural disasters, wireless communication consistently emerges as the essential-and often only-means for emergency communication. Granville County first responders, residents, businesses, and travelers in the coverage area will be able to access 911 emergency services in the event that severe weather or other unforeseen circumstances down traditional landline communication services. Thus, the first responders, residents, businesses, and travelers in this area of Granville County will directly benefit from the availability of improved wireless telecommunications services.

- (2) Minimize the impact of wireless facilities and wireless support structures through careful designs, siting, landscape screening and innovative camouflaging techniques.

This site is appropriately located, as it is surrounded by other agricultural properties, and it will be set back significant distances from adjacent properties (694.11 feet from the property to the north, 291.8 feet from U.S. Hwy. 15 to the east, 217.3 feet from the property to the south, and 1,638.4 feet from the property to the west). The site will be accessed by a 30-foot wide utility and access easement off of U.S. Highway 15. Please refer to Sheet C-1

of the Construction Drawings located under Tab 9 of the application binder. In addition, the wireless telecommunications compound will be landscaped with 102 Leyland Cypress trees which will be eight feet in height within two years of planting. As such, the monopole will therefore be well screened. Please refer to the Landscaping Plan on Sheet L-1 of the Construction Drawings.

- (3) Establish a fair and efficient process for review and approval of applications.

Acknowledged.

- (4) Assure an integrated, comprehensive review of environmental impacts of such facilities.

The Granville County Environmental Disclosure Checklist has been completed by CitySwitch, and is located under Tab 4 of the application binder. The Granville County Environmental Health Department has been notified of the proposed project.

- (5) Maintain the rural character of the County through the specifications of tower types, heights, characteristics, and locations of new facilities.

AT&T's RF Engineers prepared a study of where coverage is needed in the County, and complied with the County's siting priority. The monopole will be located in an agricultural district of the County, and it will maintain the rural character of the County. Please refer to the AT&T's affidavit demonstrating compliance with the County's siting priority that is located under Tab 10 of the application binder.

- (6) Encourage the location and collocation of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional facilities.

There are no existing towers located within a two-mile radius of the tower site. Therefore, there are no existing towers that could be utilized. Please refer to AT&T's affidavit located under Tab 10 of the application binder.

- (7) Accommodate the growing need and demand for wireless communication.

It is clear that wireless infrastructure is needed to serve a growing population of wireless customers, especially since roughly one of five traditional U.S. landline phone users has switched to "wireless-only." Today, more than 247 billion emails and 90 billion "tweets" are sent each day, and it is projected that video-over-instant messaging and video calling will increase sevenfold in the next few years. Individuals and households are not the only ones who are going wireless. Businesses increasingly depend on wireless service to conduct their business, and more people are working remotely from their homes and away from their businesses' physical locations. For example, more than three times as many small businesses today strongly agree that

wireless technology is key to staying competitive – 49 percent versus 16 percent in 2007.

The FCC has designated and auctioned a limited number of radio spectra for wireless communication providers to deliver wireless communications services across the United States. AT&T holds one of those licenses. Increasingly, AT&T and other wireless communication licensees are competing with existing telecommunication services, and each other, giving consumers more flexibility and lower prices, and fueling innovation and technological improvements. Please refer to AT&T's License located under Tab 16 of the application binder.

The proposed tower is needed to provide coverage along U.S. Highway 15, Townville Road, and the surrounding area in the County.

- (8) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

Upon the completion of the proposed tower and wireless telecommunications facility, the tower will be available to AT&T and additional wireless providers, which will eliminate the need to for additional towers to be built in this area. The 199-foot monopole is being designed to accommodate a total of six carriers' antennas.

- (9) Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure demonstrating concealed technologies and revenue generating methodologies.

In accordance with AT&T's affidavit located under Tab 10 of the application binder, any public lands, buildings, and structures were assessed. However, there are no towers, structures, or buildings of sufficient height within the search ring or area where coverage was needed that could be utilized.

- (10) Protect the health, safety and welfare of the County.

Please refer to applicant's response to item number 1 above.

Section 32-567 – Title.

This article may be known and cited as the “Wireless Facility and Wireless Support Structure Siting Ordinance for the County of Granville”.

Section 32-568 – Severability.

- (a) If any word, phrase, sentence, part, section, subsection, or other portion of this article or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such work, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this article, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Acknowledged.

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

Acknowledged.

Section 32-569 – Applicability.

This article shall apply to the development activities including installation, construction, or modification of the following wireless facilities and / or wireless support structures:

- (1) Existing wireless facilities and wireless support structures;
- (2) Proposed wireless facilities and wireless support structures;
- (3) Public wireless facilities and wireless support structures;
- (4) Replacement of existing wireless facilities and wireless support structures;
- (5) Collocation on existing wireless facilities and wireless support structures;
- (6) Antenna attachments;
- (7) Concealed wireless facilities and wireless support structures;
- (8) Broadcast facilities.

Acknowledged. The proposed facility is a new wireless facility and wireless support structure.

Section 32-570 – Exemption Installations.

The following items are exempt from the provisions of this article; notwithstanding any other provisions contained in land development regulations:

- (1) Noncommercial, FCC licensed amateur radio antennas;
- (2) Satellite earth stations and / or antennas used for private television reception;
- (3) A government-owned wireless facility and / or wireless support structure, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the County Board of Commissioners or designee; except that such facility and / or structure must comply with all federal and state requirements. No wireless facility and / or wireless support structure shall be exempt from the provisions of this division beyond the duration of the state of emergency;
- (4) A temporary, commercial wireless facility and / or wireless support structure, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the County Board of Commissioners or designee and approved by the County Board of Commissioners or designee; except that such facility and / or structure must comply with all federal and state requirements. The wireless facility and / or support structure may be exempt from the provisions of this division up to three months after the duration of the state of emergency;
- (5) A temporary, commercial wireless facility and / or wireless support structure, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the County Board of Commissioners or designee, except that such facility and / or structure must comply with all federal and state requirements. Said wireless facility and / or structure may be exempt from the provisions of this article for up to one week after the duration of the special event.

Acknowledged.

Section 32-571 – Definitions.

Section 32-572 – New Wireless Support Structures.

- (a) Applicants for new wireless support structures shall locate, site, and erect wireless support structures in accordance with the following priorities, one being the highest priority and eight being the lowest priority:
 - (1) Attached concealed antenna onto an existing structure;
 - (2) Collocated antenna on existing freestanding wireless support structures;

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

The proposed tower is a freestanding wireless support structure (monopole) that will be placed on other property in the County. Please refer to AT&T's affidavit located under Tab 10 of the application binder that states that there is no existing tower located within 2 miles of the proposed site. AT&T's affidavit further states that there are no towers, structures, buildings of sufficient height within the search ring or area where coverage is needed.

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

Please refer to the above response to Section 32-572(a) and AT&T's affidavit located under Tab 10 of the application binder.

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

Acknowledged.

Section 32-573 – General Requirements for All Wireless Support Structures and Broadcast Facilities.

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

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

The proposed wireless telecommunications facility compound will be secured by an eight-foot wooden fence with three strands of 12 gauge galvanized barbed wire around the top perimeter of the fence. There will be no guy wires for this monopole tower. Please refer to Sheet C-11 of the construction drawings located under Tab 9 of the application binder for the fencing details.

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

In addition to the wooden fence surrounding the wireless telecommunications facility compound, the compound will be secured by a locked gate accessible only to authorized service personnel. The transmitters and equipment for each carriers' equipment will be contained in an equipment cabinet or shelter accessible only to the carrier's service personnel.

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

The signage proposed for this site is shown on Sheet C-12 of the construction drawings. The signage will comply with the County's requirements.

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

Please refer to the Site Survey Sheets 1 of 3 and 2 of 3, and the Proposed Compound Detail Sheet C-2 of the construction drawings located under Tab 9 of the application binder. These sheets show the roadways, access drives, and turnaround area that will provide adequate emergency and service access to the wireless telecommunications facility compound.

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

The tower will be located 694.11 feet from the property to the north, 291.8 feet from U.S. Hwy. 15 to the east, 217.3 feet from the property to the south, and 1,638.4 feet from the property to the west. Please refer to Sheet C-1 of the construction drawings for the setback distances.

Section 32-574 – Attached Wireless Support Structures

Section 32-575 – Collocations and Eligible Facilities Requests of Wireless Support Structures.

Section 32-576 – General Wireless Support Structure or Substantial Modification of Wireless Support Structures Permit Submittal Requirements for Non-broadcast Facilities.

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

- (1) An Affidavit by a radio frequency engineer demonstrating compliance with Section 32-572. If a lower ranking alternative is proposed, the affidavit must address why higher ranked options are not technically feasible, practical or justified given the location of the proposed wireless communications facility.

Please refer to the RF Engineer's Affidavit located under Tab 10 of the application binder.

- (2) Proof that a property and / or wireless support structures owner's agent has appropriate authorization to act upon the owner's behalf (if applicable).

Please refer to the Option and Land Lease Agreement located under Tab 5 of the application binder. Section 1.(b) of the Agreement specifically grants this authority.

A signed statement from a qualified person, together with their qualifications, shall be included that warrants radio frequency emissions from the antenna array(s) comply with FCC standards. The statement shall also certify that both individually and cumulatively, and with any other facilities located on or immediately adjacent to the property facility, the replacement antenna complies with FCC standards.

Please refer to AT&T's Certification located under Tab 11 of the application binder and CitySwitch's Certification located under Tab 13 of the application binder.

- (3) Name, address, e-mail address, and phone number of the person preparing the report.

The name, address, e-mail and phone number for each person providing a report in support of this application is shown on each of the reports.

The person preparing this application on behalf of the applicant is:

*Karen M. Kemerait
Fox Rothschild LLP
434 Fayetteville Street
Suite 2800
Raleigh, NC 27601
Telephone: 919/755-8764
E-mail: KKemerait@foxrothschild.com*

- (4) Name, address and phone number of the property owner:

*Curtis L. Yancey and Thomas A. Yancey
9573 US Highway 15
Bullock, NC 27507
Telephone: 252/425-4652*

Name, address and phone number of the operator and applicant, to include the legal form of the applicant:

*CitySwitch, LLC
1900 Century Place, NE
Suite 320
Atlanta, GA 30345
Contact: Jason Groseclose
Telephone: 404/857-0858
E-mail: Jason.groseclose@cityswitch.com*

- (5) Postal address and tax map parcel number of the property.

*9573 U.S. Highway 15
Bullock, NC 27507*

Tax Map Number: 103100451872

*E-911 Address Assigned:
9615 US Highway 15 N.
Bullock, NC 27507*

- (6) Zoning district or designation in which the property is situated.

AR-40

- (7) Size of the property stated both in square feet and lot line dimensions, and a diagram showing the location of all lot lines.

The size of the property is 38.21 Acres (1,664,428 square feet). Please refer to Survey Sheets 1 through 3 of the construction drawings under Tab 9 of the application binder for the lot line dimensions and diagram showing same and also to the Site Plan, Sheet C-1, of the construction drawings.

- (8) Location of nearest residential structure.

There are no residential structures located on the property. The closest residential structure is 355.11 feet from the tower located on property of Thomas A. Yancey to the south. Please see Sheet C-1 of the construction drawings located under Tab 9 of the application binder.

- (9) Location of nearest habitable structure.

There are no habitable structures located on the property. The closest habitable structure is 355.11 feet from the tower located on property of Thomas A. Yancey to the south. Please see Sheet C-1 of the construction drawings located under Tab 9 of the application binder.

- (10) Location, size and height of all structures on the property which is the subject of the application.

There are no structures on the property.

- (11) Location, size and height of all proposed and existing antennae and all appurtenant structures.

Please refer to the Site Plan, Sheet C-1, of the construction drawings for the location of the proposed tower and wireless telecommunications facility on the subject property. The tower will be a 190-foot monopole with a nine-foot lightning rod for an overall height of 199 feet. The tower will be designed to accommodate a total of six antennas. Please refer to the Elevation Drawings, Sheet C-3, of the construction drawings located under Tab 9 of the application binder.

- (12) Type, locations and dimension of all proposed and existing landscaping and fencing.

The wireless telecommunications compound will be landscaped with 25-foot bufferyard which will include 102 Leyland Cypress trees that will be eight feet in height within two years of planting. Please refer to the Landscaping Plan, Sheet L-1, of the construction drawings. The proposed wireless telecommunications facility compound will be secured by an eight-foot wooden fence with three strands of 12 gauge, galvanized barbed wire around the top perimeter of the fence. Please refer to Sheet C-11 of the construction drawings located under Tab 9 of the application binder for the fencing details.

- (13) The number, type and design of the wireless support structures proposed and the basis for the calculations of the wireless support structure's capacity to accommodate multiple collocations.

The wireless support structure proposed for this location will be a 190-foot monopole with a nine-foot lightning rod for an overall height of 199 feet. The tower will be designed to accommodate the antennas for six wireless carriers. Please refer to the elevation drawings on Sheet C-3 of the construction drawings located under Tab 9 and to the Structural Engineer's certification and design report located under Tab 17 of the application binder which supports the structure's capacity to accommodate six collocations.

- (14) A description of the proposed wireless support structure and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting.

The monopole tower will be constructed of galvanized steel, grey in color. The equipment shelters / cabinets for the carriers' equipment will also be grey or light beige in color. The equipment layout is shown on Sheet C-4, the ice bridge details are shown on Sheets C-6 and C-7, and the generator specifications are shown on Sheets C-8A and C-8B of the construction

drawings. The antenna mounting details are shown on Sheet C-10 and the cabling for same is shown on Sheet C-10A of the construction drawings. There will be a motion detector light that will provide lighting for the service technicians should they be called to the site in the evening hours. Please see Sheet C-4 of the construction drawings for the location of the motion detector light on the cabinet / shelter.

- (15) Statement that the proposed facility will comply with FCC rules regarding RF exposure to humans.

Please refer to the RF Engineer's FCC Compliance Certification located under Tab 11 and CitySwitch's certification located under Tab 13 of the application binder.

- (16) Statement that the proposed facility will comply with FCC rules on radio interference.

Please refer to the RF Engineer's FCC Compliance Certification located under Tab 11 and CitySwitch's certification located under Tab 13 of the application binder.

- (17) Certification that a topographic and geomorphologic study and analysis has been conducted, and that taking into account the subsurface and substrata, and the proposed drainage plan, that the site is adequate to assure the stability of the proposed wireless support structure on the proposed site, through the certifying engineer need not be approved by the County.

Please refer to the Applicant's Letter of Certifications located under Tab 13 of the application binder and also to Sabre Industries' Structural Design Report located under Tab 17 of the application binder.

- (18) Submit evaluation that collocation on an existing wireless support structure or structures within the applicant's search ring is not reasonably feasible because collocation is technically or commercially impractical or the owner of the existing wireless support structure or structures is unwilling to enter into a contract for such use at fair market value. Evaluation shall also include evidence that no existing or previously approved wireless support structure can reasonably be used for the wireless facility placement instead of the construction of a new wireless support structure, that residential, historic, and designated scenic areas cannot be served from outside the area, or that the proposed height of a new wireless support structure or initial wireless facility placement or a proposed height increase of a substantially modified wireless support structure, or replacement wireless support structure or collocation is necessary to provide the applicant's designated service.

Please refer to the RF Engineer's Affidavit located under Tab 10 of the application binder.

- (19) Applicant shall disclose in writing any agreement in existence prior to submission of the application that would limit or preclude the ability of the applicant to share any new wireless support structure that it constructs.

There is no pre-existing agreement or situation that would limit or preclude the ability of the Applicant to share this facility once constructed with any new or other wireless carrier. Please refer to the Applicant's Letter of Certifications located under Tab 13 of the application binder.

- (20) A certification by a state-registered professional engineer that the structure complies with EIA / TIA 222 G (as amended).

Please refer to the Structural Engineer's Certification located under Tab 17 of the application binder.

Section 32-577 – General Wireless Support Structure Permit Submittal Requirements for Broadcast Facilities.

Section 32-578 – Overall Policy and Desired Goals for Special Use Permits for Wireless Support Structures.

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

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

Acknowledged.

Section 32-579 – Special Use Permit Applications for Any Wireless Support Structure Requirements.

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

(1) There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting may also include a site visit if required.

A pre-application meeting was held with Mr. Barry Baker, Granville County Planning Director, and Ben Williams, Sr. Project Manager, of Mountain Ltd. on September 3, 2020 at 9:30 a.m. at the offices of the Granville County Planning Department.

(2) An applicant shall submit to the wireless ordinance administrator the number of completed applications determined to be needed at the pre-application meeting. Written notification of the application shall be provided to the legislative body of all adjacent municipalities within one mile of the proposed wireless support structure site.

The unincorporated community of Bullock, North Carolina is within one-mile of the proposed tower facility. Since Bullock is an unincorporated community, there is no authority other than the County to provide notice of this application. The County has been properly notified of the application by the filing of this application package with the County Planning Department. Please see communications regarding the same located under Tab 24 of the application binder.

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

Acknowledged.

(4) An application for a special use permit for a wireless support structure shall be signed on behalf of the applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.

The application for the special use permit was prepared by Karen M. Kemerait, Fox Rothschild, LLP, on behalf of CitySwitch, LLC. Karen M. Kemerait has knowledge of the contents of the application, and attests to the truth and accuracy of the representations to the best of her information and belief. Acknowledgement of same is herewith provided by Karen M. Kemerait by execution of this Project Narrative and by execution of the Special Use Permit Application form located under Tab 1 of the application binder.

(5) The landowner, if different then the applicant, shall also sign the application. Any false or misleading statement in the application shall subject the applicant to denial of the application without further consideration or opportunity for correction.

The Special Use Permit Application located under Tab 1 of the application binder has been reviewed and signed by the property owners, Curtis L. Yancey and Thomas A. Yancey.

(6) It is intended that all new non-broadcast wireless support structures be 199 feet or less in height. However, should a non-broadcast wireless support structure be required in excess of 199 feet, under no circumstance shall any non-broadcast wireless support structure exceed 300 feet. An applicant for a new non-broadcast wireless support structure in excess of 199 feet must prove by preponderance of the evidence that the wireless support structure service area will be substantially compromised if constructed at 199 feet.

The proposed wireless support structure will be a 190-foot monopole tower with a nine-foot lightning rod for an overall height of 199 feet. This height will be sufficient to meet the coverage objectives within the service area.

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

Please refer to the FAA's Determination of No Hazard to Air Navigation provided under Tab 14 of the application binder.

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

- a. If the tower is constructed using breakpoint design technology (see Section 32-572), the minimum setback distance shall be equal to 110 percent of the distance from the top of the structure to the breakpoint level of the structure, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer, licensed by the state, of the breakpoint design and the design's fall radius must be provided together with the other

information required herein from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110 percent of 20 feet, the distance from the top of the monopole to the breakpoint) plus the minimum side or rear yard setback requirements for that zoning district);

- b. If the tower is not constructed using breakpoint design technology, the minimum setback distance shall be equal to the height of the proposed tower.

The proposed monopole is located more than 199 feet (the height of the tower) from all property lines.

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

Acknowledged.

(10) All freestanding non-broadcast wireless support structures up to 120 feet in height shall be engineered and constructed to accommodate no less than four antenna arrays. All non-broadcast wireless support structures between 121 feet and 150 feet shall be engineered and constructed to accommodate no less than five antenna arrays. All non-broadcast wireless support structures between 151 feet and taller shall be engineered and constructed to accommodate no less than six antenna arrays.

The proposed 199-foot monopole tower will be constructed and designed to accommodate six antenna arrays. Please refer to Sheet C-3 of the construction drawings located under Tab 9 and to the Structural Engineer's Certification located under Tab 17 of the application binder.

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

Acknowledged. All utilities at this site shall be installed and in compliance with all ordinances, rules, and regulations of the County, including the National Electrical Safety Code and the National Electrical Code. Please refer to Sheet E-1, Electrical Notes, and Sheets E-2A through E-6 of the construction drawings for the electrical routing and grounding details.

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

As this monopole will be less than 200 feet in height, the FAA will not require lighting on the monopole.

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

The proposed wireless telecommunications facility compound will be secured by an eight-foot tall wooden fence. Please refer to Sheet C-11 of the construction drawings located under Tab 9 of the application binder for the fencing details. In addition, the wireless telecommunications compound will be landscaped with 102 Leyland Cypress trees which will be eight feet in height within two years of planting. Please refer to the Landscaping Plan, Sheet L-1, of the construction drawings. In addition, the tower site will be well screened by tall, mature trees that surround the tower site. Due to the mature trees surrounding the site, the opaque fencing, and the additional landscaping, the wireless support structure base, all related facilities, and structures within the compound area will be adequately and sufficiently screened from view.

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

Please refer to the Structural Design Engineer's Certified Letter located under Tab 17 of the application binder.

(15) The applicant for a non-broadcast wireless support structure shall submit a completed long form Granville County Environmental Disclosure Checklist ("GCEDC") and a completed visual addendum based on the results of the visual impact assessment noted below.

Please refer to the Granville County Environmental Disclosure Checklist provided under Tab 4 of the application binder.

A balloon test was conducted at the site on October 24, 2020. Photographs were taken from several vantage points as required by the County and photo simulations of how the proposed tower will look once constructed were made from the vantage points. Please refer to Tab 18 of the application binder for the visual impact assessment.

A property impact statement has also been prepared by Appraiser David A. Smith, MAI, SRA, and is provided under Tab 25 of the application binder.

The Board may require submission of a more detailed visual analysis after submittal of the required information. The scope of the required environmental and visual assessment will be reviewed at the pre-application meeting. The applicant shall furnish a visual impact assessment which shall include:

- a. A “zone of visibility map” which shall be provided in order to determine locations where the tower may be seen.
- b. All wireless support structures shall contain a demonstration that the wireless support structure be sited so as to have the least adverse visual impact on the environment and its character, on existing vegetation, and on the properties in the area of the wireless support structures sites. New non-broadcast freestanding wireless support structures shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scales, color and texture.
- c. Pictorial representations of “before and after” views from key viewpoints both inside and outside of the County as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided concerning the appropriate key sites at a pre-application meeting.

Acknowledged.

- d. Antennas shall be mounted on wireless support structures so as to present the smallest possible silhouette, profile, or cross-section, unless there is sufficient evidence such applications would prohibit the applicant from properly deploying the network. Preferred antenna mounting scenarios are, in order of descending preference:

1. Wireless support structures that are a “unipole” or “concealed monopole” design with an internal antenna that is concealed from appearance with an external RF transparent skin or cover cylinder in shape;
2. Panel external antennas flush-mounted against the wireless support structure;
3. Compact dual-polarized antennas in a cylindrical unicell arrangement extending no more than two feet from the site of the supporting structure and mounted atop the tower;
4. Antennas mounted at the end of the straight or curved davit arm or brackets extending from the sides of the tower;
5. Antennas using mounts other than those listed in subsections 1-4 above.

The proposed tower is a monopole design, and the antennas will be mounted at the end of a straight davit arm or brackets extending from the sides of the monopole. Please see Sheet C-10 of the CDs located under Tab 9 of the Application Binder. The proposed antennas will provide better coverage than if a “unipole” design, flush mounted design, or cylindrical unicell arrangement was utilized. Please also refer to the RF Engineer’s Statement of Justification of Height and Design located under Tab 26 of the application binder. The monopole is located in a heavily wooded area, and the monopole and its proposed antennas will have little or no visual impact to the surrounding area. Please refer to the photographic simulations located under Tab 18 of the application binder.

- e. Description of the visual impact of the tower base, guy wires (if applicable) and accessory buildings from abutting and adjacent properties and streets.

The base of the monopole and the accessory structures inside the wooden fence will not be visible at all from abutting and adjacent properties and streets. The tower site will be surrounded by mature trees, and in addition, landscaping will be installed around the compound. Please see the photographic simulations located under Tab 18 of the application binder.

- f. All accessory or associated facilities shall maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed and / or to harmonize with the natural surroundings, this shall include the utilization of concealed or concealment technology as required by the County.

The monopole will be constructed in galvanized steel, grey in color, so that it will blend in with the natural environment and the surrounding area. The equipment shelters/cabinets for the carriers' equipment will also be grey or light beige in color to blend in with the natural environment. (However, the equipment shelters/cabinets will not be visible because they will be screened by mature trees and the wooden fence that will surround the compound.) Also, the fence surrounding the compound will be a wooden fence to further blend in with the area. The tower site will be surrounded by mature trees, and in addition, a 25-foot buffer yard and landscaping will be installed as shown on Sheet L-1 of the construction drawings.

- g. Non-concealed monopoles shall be of a galvanized finish, or painted with a rust-preventive coating of an appropriate color to harmonize with the surroundings as approved by the Board, and shall be maintained in accordance with the requirements of this article.

The monopole will be of a grey galvanized finish so that it will blend in with the natural environment and the surrounding area.

- (16) Applications not meeting the requirements stated herein or which are otherwise incomplete, shall be rejected by the ordinance administrator.

Acknowledged.

- (17) Within 30 days after initial review of an application by the County's consultants, the applicant is required to hold a community meeting to present the proposed application for community comments at an afternoon or evening time, date and place of the applicant's choosing within the general area of the proposed wireless support structure. The applicant shall mail a notice of the community meeting to the owner of the property that is subject of the community meeting if the owner did not initiate the community meeting; and to the owners of all parcels of land abutting the parcel of land that is subject of the community meeting and shall place a public notice of the community meeting in the newspaper having general circulation in the County, published once a week for two consecutive weeks. Said notice shall be published the first time not less than ten days and not more than 25 days prior to the date established for the community meeting. The

mailed notice must be deposited in the mail at least ten days, but no more than 25 days, prior to the date of the community meeting. The applicant shall place at the nearest point along the public road to the proposed facility site, a public notice sign of a minimum size of four feet by eight feet sign face or larger at least ten days, but no more than 25 days, prior to the community meeting, giving notice on the location, date, time and purpose of the meeting.

A virtual community meeting was held on February 10, 2021 from 7:00 p.m. until 8:00 p.m. There were no attendees other than the applicant's representatives, Barry Baker, and Susan Raybon, the County's consultant from CityScape.

A public notice was run in The Butner-Creedmoor News on January 21, 2021 and on January 28, 2021 and the Affidavit of Publication of same is located under Tab 27 of the application binder.

A sign was posted near the site on January 29, 2021 "at the nearest point along the public road to the proposed facility." Information on the sign and photographs of the posted sign is located under Tab 28 of the application binder.

A notice was mailed to all abutting property owners, the subject property owners, the County and to the applicant on January 19, 2021. A copy of the notice is located under Tab 29 of the application binder and a list of abutting property owners to whom the notice was mailed is located under Tab 30.

- (18) In order to better inform the public, in the case of a new non-broadcast wireless support structure tower, the applicant shall, prior the community meeting on the application, hold a "balloon test" as follows:

- a. Applicant shall arrange to fly, or display, a minimum of three-foot-diameter brightly colored balloon at the maximum height of the proposed new tower. The dates (including a second date in case of poor visibility on the initial date), times and location of this balloon test shall be advertised twice by the applicant, with the first advertisement at least ten days prior to the balloon test (not including date of first advertisement), and not earlier than 25 days prior the balloon test (not including first day of advertisement) in a newspaper with a general circulation in the County and agreed to the Board.

A balloon test was conducted at the site on October 24, 2020. The balloon test was advertised as required in the Oxford Ledger and Butner Creedmoor News on October 8 and October 15, 2020.

A report of the balloon test is located under Tab 18 of the application binder and the Affidavit of Publication of same is located under Tab 19 of the application binder.

- b. The applicant shall inform the Board, in writing, of the dates and time of the test, at least 14 days in advance.

The Board was notified of the balloon test by advising Debra Weary, Clerk to the Board, of same on October 8, 2020. Ms. Weary's acknowledgment that the Board and County Manager would be notified of same is provided under Tab 20 of the application binder.

- c. The balloon test shall be flown for at least four consecutive hours between 7:00 a.m. and 4:00 p.m. of the dates chosen. The primary date shall be on a weekend, but the second date, if needed, may be on a weekday.

The balloon was flown on Saturday, October 24, 2020, at the proposed site between the hours of 8:00 a.m. and 12:00 p.m.

- d. Prior to conducting the balloon test, an applicant shall place, or have caused to be placed, a sign four feet by eight feet on the edge of the subject property informing the public of the date and time of the balloon test by the date of the first advertisement in the local newspaper and the purpose of the balloon test.

The sign as described was posted on the subject property on October 7, 2020. A photocopy of the sign is included in the Balloon Test Report under Tab 18 of the application binder.

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

- a. That the applicant's proposed wireless support structures shall be maintained in a safe manner, and in compliance with all conditions of the special use permit, without exception, unless specifically granted relief by the Board in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable County, State and Federal laws, rules and regulations.
- b. That the construction of the wireless support structure is legally permissible, including, but not limited to the fact that the applicant is authorized to do business in the state.

- c. Any and all representations made by the applicant to the Board, on the record, during the application process, whether written or verbal, shall be deemed a part of the application and may be relied upon in good faith by the Board.

Applicant's Certification to 19 a. through c. above is located under Tab 13 of the application binder.

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

Acknowledged.

- (21) The County may conditionally approve a special use permit for wireless support structure on the provision of documentation prior to the issuance of a building permit establishing the existence of one or more parties, including the owner of the wireless support structure who intend to locate wireless facilities on the wireless support structure. The County shall not deny an initial land use or zoning permit based on such documentation. The County may condition a permit on a requirement to construct facilities within a reasonable period of time, which shall be no less than 24 months.

Acknowledged.

- (22) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the Board may disapprove an application for any of the following reasons:
 - a. Conflict with safety and safety-related codes and requirements;
 - b. Conflict with traffic needs or traffic laws, or definitive plans for changes in traffic flow or traffic laws;
 - c. Conflict with the historic nature of a neighborhood or historical designations by the National Register of Historic Places;
 - d. The use or construction of wireless support structures which is contrary to an already stated purpose of a specific zoning or land use designation;

- e. Presence of another approved wireless support structure application within the geographic search area;
- f. Conflicts with the provisions of this article.

Acknowledged.

- (23) A person who holds a special use permit for a wireless support structure shall construct, operate, maintain, repair, provide for removal of, modify or restore the permitted wireless support structure in strict compliance with all current applicable technical, safety and safety-related codes adopted by the County, State or United States, including, but not limited to, the most recent editions of the National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that induce, but are not limited to, construction, building, electrical, fire, safety, health and land use codes. In the event of a conflict between or among any of the preceding, the more stringent shall apply.

Acknowledged. Applicant hereby agrees to same.

- (24) A holder of a special use permit granted under this article shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the County or other governmental entity or agency having jurisdiction over the applicant.

Acknowledged. Applicant hereby agrees to same.

- (25) The holder of a special use permit shall notify the County of any intended modification of a wireless support structure and shall apply to the County to modify, relocate or rebuild a wireless support facility.

Acknowledged. Applicant hereby agrees to same.

Section 32-580 – Retention of Expert Assistance and reimbursement by Wireless Support Structure Applicant.

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

Acknowledged.

Section 32-580.1 – Exceptions from a Special Use Permit for Wireless Support Structures.

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

Section 32-580.2 – Extent and Parameters of a Special Use Permit for Wireless Support Structures.

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

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

(1) and (2) above acknowledged by the Applicant.

Section 32-580.3 – Application Fee.

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

Acknowledged. Application fees for the Special Use Permit Application in the amount of \$2,400 and for the County's Consultants' Fees in the amount of \$6,500 were provided to Mr. Barry Baker by Applicant in advance of the electronic submission of the application to Mr. Baker and to Ms. Rabold (CityScape consultant) for review. Copies of same are located under Tab 3 of the application binder.

Section 32-580.4 – Reservation of Authority to Inspect Wireless Support Structures.

In order to verify that the holder of a special use permit and / or antenna collocation permit for wireless support structures and any and all lessees, renters and / or licensees of wireless support structures, place and construct such facilities, including wireless support structures and antennas, in accordance with applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the County may inspect all facets of said permit holder's, renter's, lessee's, or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and building or other structures constructed or located on the permitted site. The County shall set fees, payable to Granville County.

Acknowledged.

Section 32-580.5 - Interference with Public Safety Equipment.

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

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

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

The Applicant acknowledges Section 32-580.5 - Interference with Public Safety Equipment, and has provided a RF Engineer's Statement of FCC Compliance, certifying to items (1) and (2) above, under Tab 11 of the application binder.

As to items (3) and (4) above, applicant acknowledges and agrees to cooperate fully with the County in addressing these items in the manner prescribed above.

Section 32-580.6 – Fines.

- (a) In the event of a violation of this article or any special use permit or antenna collocation permit issued pursuant to this article, the Board may impose and collect, and the holder of the special use permit or antenna collocation permit on wireless support structures shall pay to the County, fines or penalties as set forth below.
- (b) A violation of this article is hereby declared to be an offense, punishable by a fine not exceeding \$350.00 or imprisonment for a period not to exceed six months, or both for conviction of a first offense; for conviction of a second offense both of which were committed within a period of five years, punishable by a fine not less than \$350.00 nor more than \$700.00 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense all of which were committed within a period of five years, punishable by a fine not less than \$700.00 nor more than \$1,000.00 or imprisonment for a period not to exceed six months, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this article or of such ordinance or regulation shall be deemed misdemeanors shall apply to such violations. Each week's continued violations shall constitute a separate additional violation.
- (c) Notwithstanding anything in this article, the holder of the special use permit or antenna collocation permit on wireless support structures may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with this article or any section of this article. An attempt to do so shall subject the holder of the special use permit or antenna collocation permit to termination and revocation of the special use permit or antenna collocations permit. The County may also seek injunctive relief to prevent the continued violation of this article, without limiting other remedies available to the County.

Items (a) through (c) above are acknowledged by the Applicant.

Section 32-580.7 – Default and / or Revocation.

- (a) If wireless support structures are repaired, rebuilt, placed, moved, relocated, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this article or of the special use permit or antenna collocation permit, then the board or ordinance administrator shall notify the holder of the special use permit or antenna collocation permit in writing of such violation. Such notice shall specify the nature of the violation or noncompliance and that the violations must be corrected within seven days of the date of the postmark of the notice, or of the date of personal service of the notice, whichever is earlier. Notwithstanding anything to the contrary in this subsection or any other section of this article, if the violation causes, creates or presents an imminent danger or threat to the health or safety of lives or property, the board may, at its sole discretion, order the violation remedied within 24 hours.
- (b) If within the period set forth in subsection (a) above, the wireless facility and / or wireless support structures are not brought into compliance with the provisions of this article, or of the special use permit or antenna collocation permit, or substantial steps are not taken in order to bring the affected wireless facility and / or wireless support structures into compliance, then the Board or ordinance administrator may revoke such special use permit or antenna collocation permit for wireless facility and / or wireless support structures, and shall notify the holder of the special use permit within 48 hours of such action.

Items (a) and (b) above are acknowledged by the Applicant.

Section 32-580.8 – Removal of Wireless Facility and / or Wireless Support Structures.

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

Acknowledged.

- (b) If the Board or ordinance administrator makes such a determination as noted in subsection (a) of this section, the Board or ordinance administrator shall notify the holder of the special use permit or antenna collocation permit for the wireless facility and / or wireless support structure within 48 hours that said wireless facility and / or wireless support structure are to be removed, the Board or ordinance administrator may approve an interim temporary use agreement / permit, such as to enable the sale of the wireless facility and / or wireless support structure.
- (c) The holder of the special use permit or antenna collocation permit, or its successors or assigns, shall dismantle and remove such wireless facility and / or wireless support structure, and all associated structures and facilities, from the site and restore the site as close to its original condition as is possible, such restoration being limited only by physical or commercial impracticability, within 90 days of receipt of written notice from the Board or ordinance administrator. However, if the owner of the property upon which the wireless facility and / or wireless support structure are located wishes to retain any access roadway to the wireless facility and / or wireless support structure, the owner may do so with the approval of the Board.

Acknowledged.

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

Acknowledged.

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

Acknowledged.

- (f) Notwithstanding anything in this section to the contrary, the Board or ordinance administrator in the case of an antenna collocation permit may approve a temporary use permit / agreement for the wireless facility and / or wireless support structure, for no more than 90 days, during which time a suitable plan for removal, conversion, or relocation of the affected wireless facility and / or wireless support structure shall be developed by the holder of the special use permit or antenna collocation permit, subject to the approval of

the Board or ordinance administrator in the case of an antenna collocation permit, and an agreement to such plan shall be executed by the holder of the special use permit or antenna collocation permit and the County. If such a plan is not developed, approved and executed within the 90-day time-period, then the County may take possession of and dispose of the affected wireless facility and n/ or wireless support structure in the manner provided in this section.

Acknowledged.

Section 32-580.9 – Periodic Regulatory Review by the Board.

- (a) The Board may at any time conduct a review and examination of this entire article.
- (b) If after such a periodic review and examination of this article, the Board determines that one or more provisions of this article should be amended, repealed, revised, clarified, or deleted, then the Board may take whatever measures are necessary in accordance with applicable law in order to accomplish the same. It is noted that where warranted, and in the best interests of the County, the Board may repeal this entire article at any time.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, the Board may at any time, and in any manner (to the extent permitted by Federal, State or County ordinance) amend, add, repeal, and / or delete one or more provisions of this article.
- (d) The Board may at any time review a wireless facility and / or wireless support structures that exist at the time of adoption of this article and may establish public safety and recertification procedures for existing wireless facilities and / or wireless support structures and subject to said regulations as adopted by the Board.

Section 32-580.10 – Adherence to State and / or Federal Rules and Regulations.

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

Acknowledged and agreed to by the Applicant.

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

Acknowledged and agreed to by the Applicant.

Section 32-580.11 – Conflict with Other Ordinances.

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

Acknowledged.

Section 32-580.12 – Effective Date.

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

Section 32-580.13 – Authority.

The provisions of this article are adopted by the County Board of Commissioners under the authority granted by the General Assembly of the State of North Carolina in G.S. Chapter 153A, Article 18. From and after the effective date hereof, this article shall apply to every lot, tract, parcel of land within the County, exclusive of the jurisdictions of any incorporated municipality and their extraterritorial planning jurisdictions or the State Department of Human Resources referred to as Camp Butner set forth in G.S. §122C-401, as amended.

ARTICLE XVII - SPECIAL USE PERMITS

Section 32-1082 – Procedures for Special Use Permits.

Special uses are land uses which in some circumstances may be compatible with and desirable in the districts in which they are designed as special uses, but they may also have characteristics which could have detrimental effects on adjacent properties if not properly designed and controlled.

Section 32-1083 – Procedures for Zoning Variances, Conditional Use Permits, Appeals.

- (4) Conditional Use Permits. The Board of Adjustment shall hear and decide Conditional Use Permits in accordance with standards and procedures specified in the ordinance. Reasonable and appropriate conditions may be imposed upon these permits.

Section 32-1101 – Standards for Special Land Use Permits

- (1) All applicable specific conditions pertaining to the proposed use contained in Article III of this Chapter have been or will be satisfied.

The applicable conditions pertaining to the proposed use contained Article III – Use Regulations – of Chapter 32 have been satisfied. Wireless Support Structures are permitted as a Special Use in the AR-40 Land Use District. The proposed site is located in an AR-40 District and all provisions of Article IX – Wireless Telecommunications Facilities have been met.

- (2) Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency.

The proposed 30-foot wide access and utility easement, with a 12-foot wide access drive and turnaround area, will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency. Once constructed, the facility will not contribute to any additional traffic flow to the area. It will be serviced approximately twice a month, and other than the service visits, there should be no additional traffic generated as a result of the facility. The facility will be an unmanned facility and pedestrian traffic is unexpected. Please refer to the Site Survey Sheets 1 of 3 and 2 of 3, and the Proposed Compound Detail Sheet C-2 of the construction drawings located under Tab 9 of the application binder. These sheets show the roadways, access drives, and turnaround area that will provide adequate emergency and service access to the compound and facility.

- (3) Off-street parking, loading, refuse and other service areas are located so as to be safe and convenient, allow for access in case of emergency, and to minimize economic, glare, odor and other impacts on adjoining properties in the general neighborhood.

There is a turnaround area in front of the compound that can be utilized by the service vehicle for parking when technicians service the facility. The facility is an unmanned facility that will not generate refuse or require waste services. The turnaround area where the service vehicle will park is in front of the compound at the gate, and it will be safe and convenient for accessing the compound. Also, there will be no economic impacts on the adjoining properties as a result of this facility. Please refer to the property impact report provided under Tab 25 of the application binder. Additionally, this

facility will not be lit and will not generate any glare, odor, or other impacts on adjoining properties in the neighborhood.

- (4) Utilities, schools, fire, police, and other necessary public and private facilities and services will be adequate to handle the proposed use.

As an unmanned facility, no such services will be required.

- (5) The location and arrangement of the use of the site, screening, buffering, landscaping and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impact.

The site will be well screened from view due to the mature trees that surround the site. The proposed wireless telecommunications facility compound will be secured by an eight-foot opaque, wooden fence. Please refer to Sheet C-11 of the construction drawings located under Tab 9 of the application binder. In addition, the wireless telecommunications compound will be landscaped with a 25-foot buffer yard of 102 Leyland Cypress trees which will be eight feet in height within two years of planting. Please refer to the Landscaping Plan, Sheet L-1, of the Construction Drawings for the locations and dimensions. With the mature trees that surround the site, the opaque fencing, and the landscaping, the tower will be sufficiently screened.

There will be no adverse impact on the adjoining properties as a result of this tower, and the tower will be in harmony with its surroundings. Please refer to the property impact report provided under Tab 25 of the application binder.

- (6) The type, size and intensity of the proposed use, including such considerations as the hours of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.

The facility is an unmanned facility, and it will provide service 24 hours a day, seven days a week. The facility will be accessed only a couple of times a month by service technicians, and it will not be open to the general public. The wireless facility compound will be well secured with an eight-foot tall, wooden fence that will be locked. There will be no adverse impacts from the tower on adjoining properties or the neighborhood. Please refer to the property impact study located under Tab 25 of the application binder.

Section 32-1133 – Zoning Permit.

- (a) No building, sign or structure any of its parts designed or intended to be used shall be erected or repaired until a zoning permit has been issued by the land development administrator or his authorized representative. A fee shall be charged for the issuance of each zoning permit according to the fee schedule adopted by the Board of Commissioners.

Acknowledged.

- (b) Each application for a zoning permit shall be accompanied by a recorded plat showing the book and page of recordation as found in the County Register of Deeds' Office. If the respective property under consideration does not have a recorded plat due to being deeded prior to the County subdivision ordinance's adoption on September 15, 1987, the applicant may present either a scaled plat drawn from the deed itself, or a copy of a tax map as found in the County Tax Assessor's Office. All plats accompanying a zoning permit request shall show to scale the proposed new building, building addition, sign or other structure and its position on the lot, and any existing nearby buildings or structures. Setbacks from all property lines and from any nearby existing buildings or structures shall be shown in feet, as well as any other information that may be necessary to provide for the enforcement of this chapter. An accurate record of such applications and plats, together with a record of the action taken thereon, shall be kept in the Office of the Land Development Administrator.

Acknowledged.

- (c) No permit for excavation or for erection of any building, sign or part of a building or sign, or for repairs to or alteration of a building or sign or the relocation of a building or sign from the lot on which it is situated shall be issued until after a statement to its intended use has been filed by the applicant.

Acknowledged.

- (d) Zoning staff shall notify all applicants for a zoning permit of the existence of the Camp Butner National Guard Training Site if the property the zoning permit is being applied for is located within one-half mile of the National Guard training site.

Section 32-1134 – Zoning Permit Invalid if Work Not Commenced or Completed.

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

Acknowledged.

Section 32-1161 – Public Hearings.

Section 32-1162 – Notice of Public Hearings.

- (a) Responsibility. The Land Development Administrator shall be responsible for ensuring notice in the newspaper, posted notice, and mailed notice.

VII. CONCLUSION

The proposed tower and telecommunications facility will be in conformity with the Granville County Zoning Ordinance and will be an integral part of AT&T's, FirstNet's, and other wireless carriers' wireless telecommunications systems, bringing wireless digital services to this geographic area of Granville County.

This wireless antenna support structure (a 199-foot monopole) will comply with the telecommunications and other applicable provisions of the County's Ordinances. At all times, CitySwitch and its agents will cooperate with the County in permitting, construction, and operation of this proposed facility.

CitySwitch hereby respectfully requests that this Special Use Permit Application be approved.

I certify that all of the information presented by me in this application on behalf of CitySwitch, LLC II-A is true and accurate to the best of my knowledge, information and belief.

Respectfully updated and submitted 24th day of February, 2021.

/s/ Karen M. Kemerait

Karen M. Kemerait
NC Zoning Counsel for
CitySwitch, LLC II-A

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

The following are standards for special land use permits:

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

(Ord. of 7-12-1999, § 21.310)



Zoning Vicinity Map

SU-1-2021

CitySwitch, LLC, Applicants,
US Hwy 15 North

Legend

Streets

Parcels

City Limits

Zoning January 2019

ZONECODE

AR-40

AR-80

ASE-CZ

BUTNER PLANNING AND ZONING AREA

CREEDMOOR PLANNING AND ZONING AREA

HB

I-1

I-2

MHPD

NB

O-1

OXFORD PLANNING AND ZONING AREA

R-25

STEM PLANNING AND ZONING AREA

STOVALL PLANNING AND ZONING AREA

ZONING CONTROLLED BY THE STATE

US Hwy 15

Subject Area

N



0 0.125 0.25 0.5 Miles



Granville County Emergency Management

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Reba Duke
Department: Emergency Management
Date: May 11, 2021

Title: VFD Workers' Compensation Funding

PURPOSE:

To consider extending FD workers' compensation funding to volunteer members of Butner and Oxford Fire Departments.

BACKGROUND:

During their committee meeting held on April 27th, the Emergency Services Advisory Committee voted to request extending the County's VFD worker's compensation funding program to the volunteer members of both the Butner and Oxford Fire Departments.

In July 2018, the County began setting aside an allocation to assist funding the workers' compensation premiums for the 12 non-municipal volunteer fire departments. The request now is to also include the volunteer members associated with Butner and Oxford in this funding for workers' compensation fees of \$65/person/year.

Currently, Butner has 10 volunteers and Oxford Fire Department has 24 volunteers.

FUNDING:

34 additional volunteers @ \$65/per year = \$2,210. Adequate funding is included in the 2021-2022 recommended budget to fund this request.

RECOMMENDATION:

The Emergency Services Director and Fire Marshal recommends the approval of extending the workers' compensation funding for the volunteer members of Butner and Oxford Fire Departments.

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: May 12, 2021

Title: NCACC County Advocacy Week

PURPOSE:

Information Item Only – Announce the NCACC County Advocacy Week

BACKGROUND:

May 24-27, NCACC is hosting [County Advocacy Week](#), which will consist of a series of virtual engagements over the course of the week. The event is designed to equip NCACC members to advocate for county priorities during this legislative session. Each day will focus on a specific theme to support county advocacy:

- Monday, May 24: Advocacy 101, including a live broadcast 5-6 p.m. with members of the North Carolina County Caucus – former county commissioners who now serve as state legislators.
- Tuesday, May 25: Enable counties to expand access to broadband.
- Wednesday, May 26: Invest in school capital needs.
- Thursday, May 27: Ensure state policies preserve financial stability for counties, including a virtual gathering Thursday evening to close out County Advocacy Week!

RECOMMENDATION:

No Board action is required. This is an information only item.



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: May 12, 2021

Title: USCOC Agreement Amendment

PURPOSE:

To consider an amendment to the agreement between Granville County Government and USCOC of Greater North Carolina LLC.

BACKGROUND:

USCOC of Greater North Carolina LLC is requesting an amendment to the existing agreement with Granville County. USCOC currently rents space on the Oak Hill Tower and they plan to upgrade the equipment placed on the tower. This amendment to the agreement, signed in 2014, will increase the current annual rent payment from \$27,224.39 to \$34,901.64 effective June 1, 2021.

A copy of the agreement amendment is attached for your review. Also attached for your reference is a copy of the lease agreement signed with USCOC in October 2014.

FUNDING:

N/A – This would increase revenues.

RECOMMENDATION:

County Manager recommends approval.

ATTACHMENTS:

USCOC Agreement Amendment
Lease Agreement with USCOC signed in 2014

ACTION TAKEN:

**FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
BETWEEN
GRANVILLE COUNTY, NORTH CAROLINA AND
USCOC OF GREATER NORTH CAROLINA, LLC**

This First Amendment to Communications Site Lease Agreement (this "Amendment") is made this ____ day of _____, 2021, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, hereinafter "Lessor", and **USCOC of Greater North Carolina, LLC**, a Delaware limited liability company, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Lessee, or their predecessors in interest, entered into a certain Communications Site Lease Agreement on October 7, 2014, (the "Agreement"), pursuant to which Lessee leases from Lessor certain portion of Land (the "Land") and space on the Communications Tower (the "Tower Space") at 8362 Charlie Stovall Road, Oxford, North Carolina 27565, which is more particularly described in the Agreement and defined therein as the "Premises"; and

WHEREAS, Lessor and Lessee now desire to amend the Agreement for the purpose of modifying Lessee's equipment on the Premises, which will increase the Lessee's loading factor on the Tower; and

WHEREAS, Lessor is willing to permit Lessee to modify its equipment and increase the loading of the subject Tower in consideration of adjustments to the Rent payable under the Agreement and in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the address within the notice paragraph thereof; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement shall remain in full force and effect, subject to and superseded by the amendments contained herein in the First Amendment; and

WHEREAS, the Lessor and Lessee have mutually agreed upon the terms and conditions as modified herein and as allowed by North Carolina law; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this First Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this First Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. To clarify the lists and diagrams depicting Lessee's authorized equipment, the parties hereby agree that: Exhibit D to the Agreement, which sets forth the description of the equipment installed on the Premises by Lessee, is hereby deleted in its entirety and replaced with Exhibit D-1, attached hereto and made a part hereof. In the event of any discrepancy between Exhibit D and D-1, Exhibit D-1 shall control.

3. Section 22 (d) of the Agreement is amended in part to revise the Lessor and Lessee address for notices as follows:

Lessor:
Granville County
143 Williamsboro Street
Oxford, NC 27565
Attn: County Manager

Lessee:
USCOC of Greater North Carolina LLC,
8410 West Bryn Mawr Ave.
Chicago, IL 60631
Attention: Real Estate Department

With copies to:
CityScape Consultants, Inc.
2423 S Orange Ave. #317
Orlando, FL 32806
Attn: Contract Administration

With copies to:

County Attorney:
James C. Wrenn, Jr.
Hicks Wrenn, PLLC
P.O. Box 247 (mail)
111 Gilliam St. (delivery)
Oxford, NC 27565

4. Effective, June 1, 2021 ("Effective Date"), the new annual base rent ("Base Rent") amount shall be Thirty Four Thousand Nine Hundred One and 64/100 Dollars (\$34,901.64). Lessee shall pay to Lessor the difference between the new annual Base Rent amount and the sum paid on or about September 1, 2020 of Twenty Seven Thousand Two Hundred Twenty Four and 39/100 Dollars (\$27,224.39) for Annual Rent, the amount to be prorated as of the Effective Date of this First Amendment (the "Rent Adjustment Payment"). The Rent Adjustment Payment shall be paid within thirty (30) days of the execution of the First Amendment. All remaining provisions of Section 4 of the Agreement, including the annual percentage rent increases, shall remain in full force and effect. For example, On September 1, 2021, the annual rent for the year ending October 31, 2022, shall be Thirty Five Thousand Nine Hundred Forty Eight and 69/100 Dollars (\$35,948.69), which is 103% of the Annual Rent amount payable the immediately preceding year ending October 31, 2020.
5. Lessee acknowledges and agrees that it shall reasonably cooperate with any other Lessees on the Tower in coordination of its proposed modifications. Lessee further acknowledges and agrees that this First Amendment shall not become effective until the Lessor's approval of the modifications and confirmation that the improvements do not adversely affect the structural stability and wind-loading capability of the Tower.
6. Lessor and Lessee each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment, or that such consent has been given.

7. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Lease, the terms and conditions of this First Amendment shall govern.
8. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Amendment.
9. Any contractor or sub-contractor hired by Lessee in association with the Agreement as amended by this Amendment shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.
10. Any contractor or sub-contractor hired by Lessee in association with this Agreement as amended by this Amendment shall not be included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

LESSOR:

Attest:

GRANVILLE COUNTY

Debra Weary, Clerk
Granville County Board of Commissioners

By: _____ (Seal)
Name: _____
Title: _____
Date: _____

LESSEE:

Witness for Lessee:

USCOC OF GREATER NORTH CAROLINA LLC

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

PRE-AUDIT CERTIFICATION

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

Stephen M. McNally
Finance Director, Granville County

**EXHIBIT D-1
(PAGE 1 OF 3)**

To the First Amendment dated _____, 2021, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC OF GREATER NORTH CAROLINA, LLC**, as Lessee.

The list of all antennas and appurtenances are described and/or depicted as follows:

RAD CENTER – 245 FEET AGL
MOUNT TYPE (3) SABRE HD V-BOOM MOUNT

Antenna(s):

- Six (6) KMW AM-X-CW-18-65-OOT-RET;
- Three (3) Dengyo OCT8-2LX2HX-BW65
- (2) Ericsson RRUS 4449
- (3) Ericsson RRUS 4415
- (3) Ericsson RRUS 11
- (2) Raycap RUSDC-6267-PF-48
- (1) RFS PAD6-W57BC (microwave dish antenna at 200 feet)

Cables/Feedlines:

- Six (6) 1 5/8" lines
- One (1) 5/16" line
- Two (2) 1.25" Hybrid

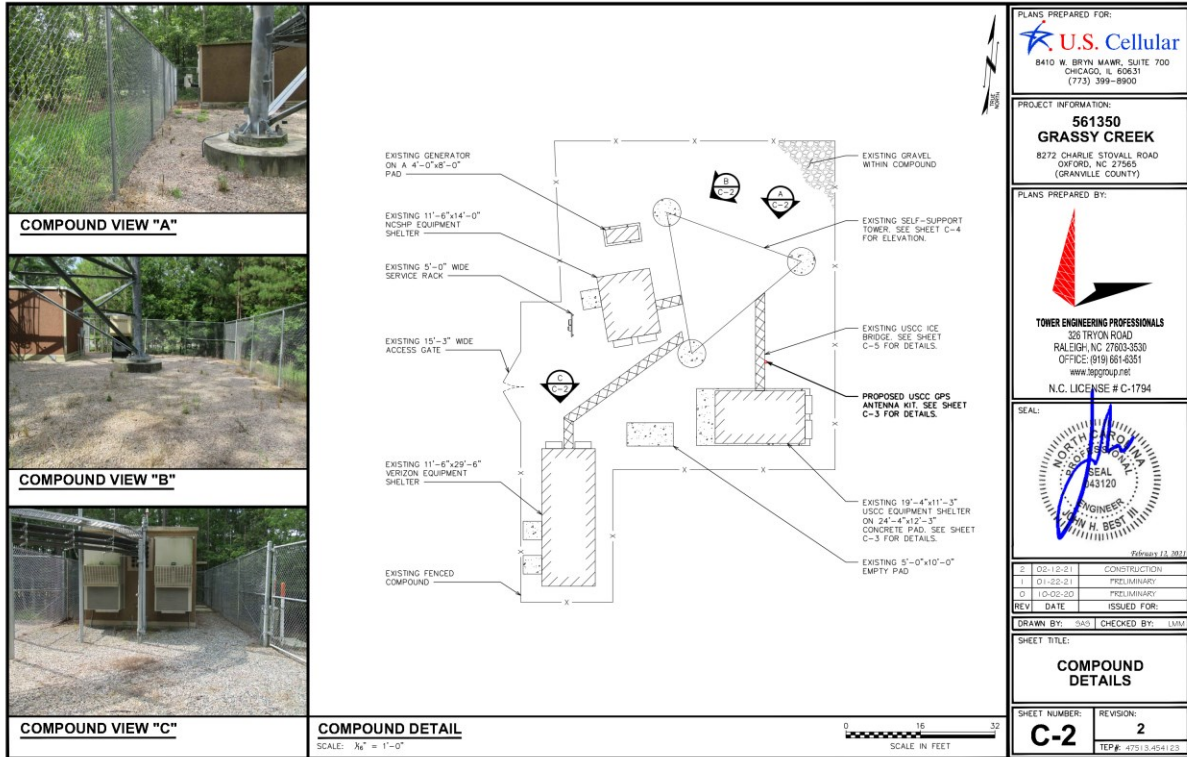
The frequencies assigned to Lessee by the FCC for use on the Premises are listed below. Any future frequencies anticipated may be listed as "Future" however no changes shall occur in any frequencies without the written approval of Lessor.

Approved Frequencies Ranges:

TX: 869-880; 890-891.5 MHZ / 728-734 MHZ

RX: 824-835; 845-846.5 MHZ/ 698-704 MHZ

EXHIBIT D-1 (PAGE 2 OF 3)



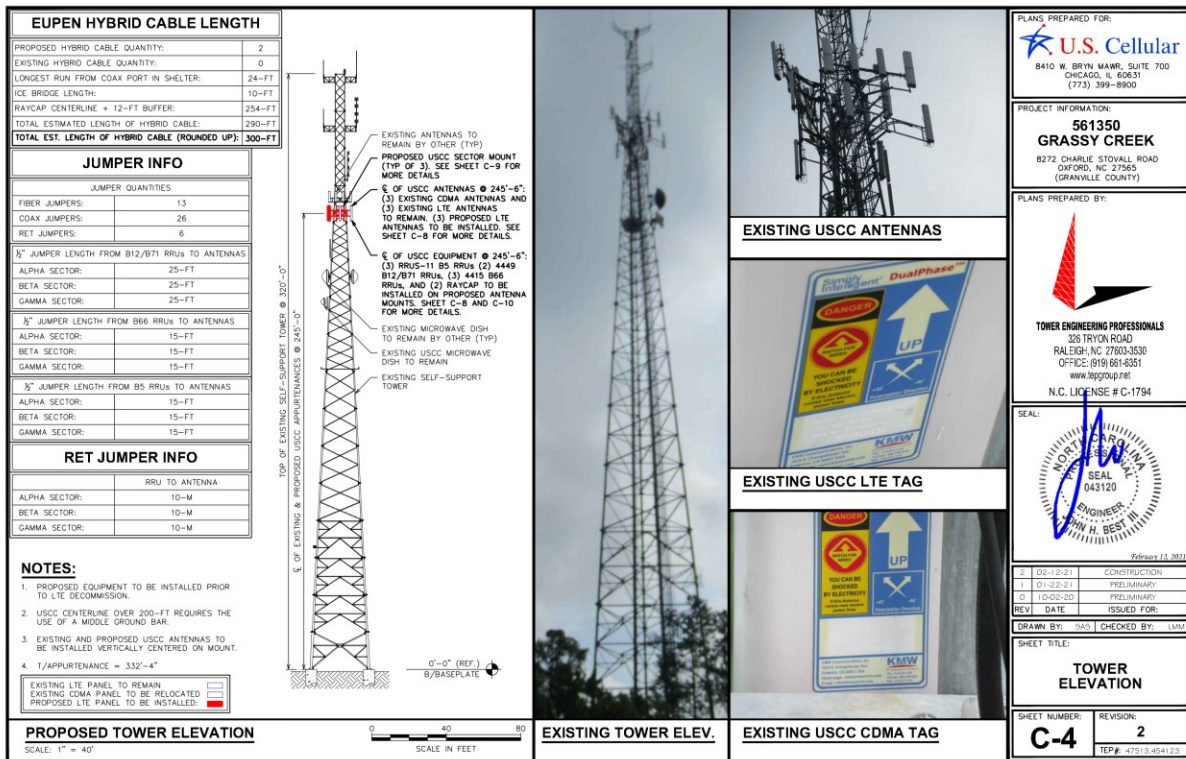
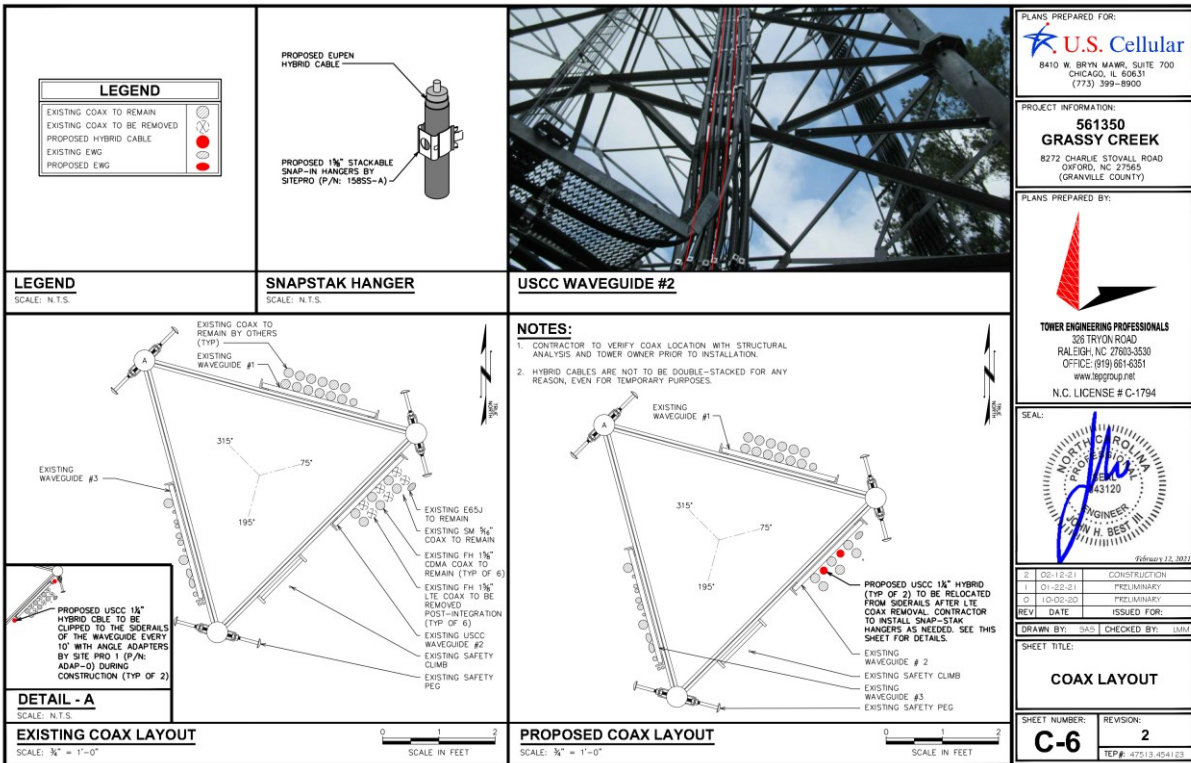
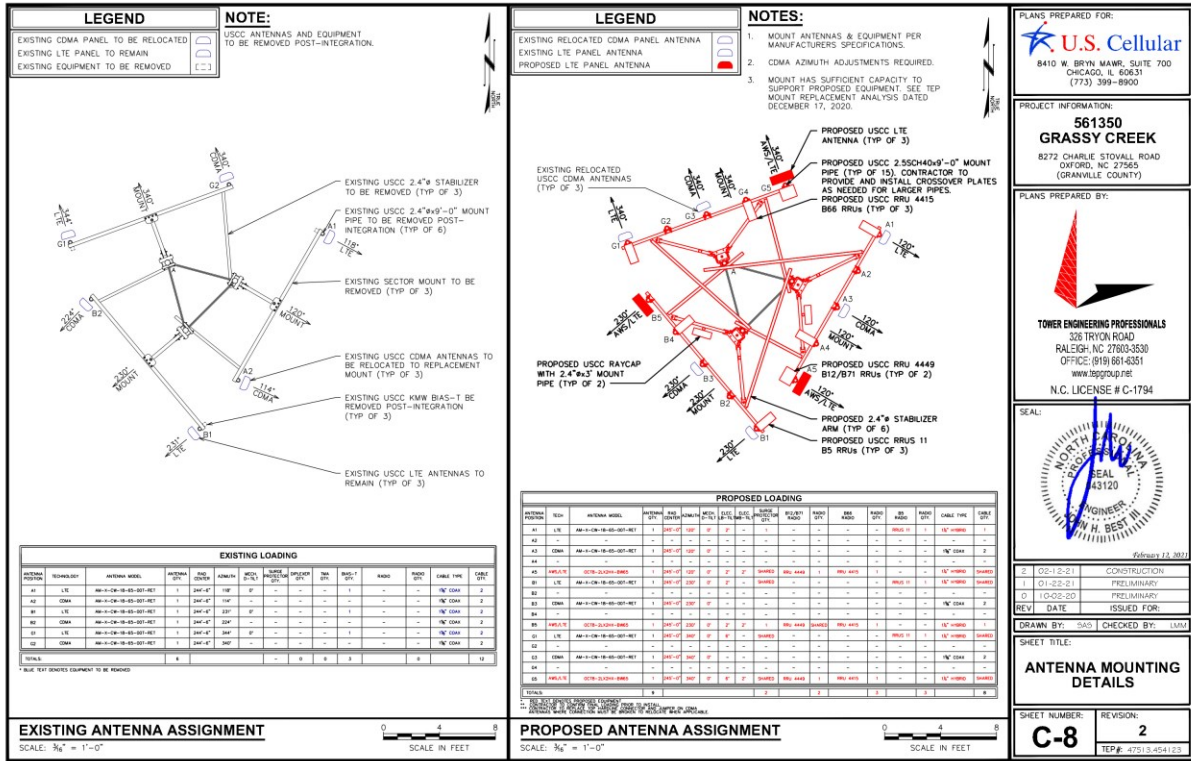


EXHIBIT D-1 (PAGE 3 OF 3)



COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 13 day of OCTOBER, 2014, between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina with an office at 143 Williamsboro Street, Oxford, North Carolina 27565 ("Lessor"), and **USCOC of Greater North Carolina, LLC**, a Delaware limited liability company, with an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Lessee"). The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, Lessor is the owner of certain real property [the "Land"] and an existing communications tower [the "Communications Tower"] located at 8362 Charlie Stovall Road, Oxford, North Carolina 27565, Granville County, North Carolina and more particularly described in Exhibit A, herein;

WHEREAS, Lessee desires to lease a portion of the Land and space on the Communications Tower to construct, maintain and operate a communications facility;

WHEREAS, in order for Lessee to construct and operate its communications facility, modifications are required to be made to the Communications Tower;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Land.**

(a) Lessor hereby leases to Lessee and Lessee leases from Lessor, a portion of that certain space (the "Tower Space") on the Communications Tower; a portion of the Land sufficient for the installation of LESSEE's equipment building (the "Land Space"), together with the non exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right of way extending from the nearest public right of way, Charlie Stovall Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Land between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way are more particularly described in Exhibit B, attached hereto and made a part hereof, and are further shown on the survey attached hereto and incorporated herein as Exhibit C. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are collectively hereinafter referred to as the "Premises".

In the event any public utility is unable to use any of the access or utility easements, Lessor hereby agrees to grant an additional right-of-way either to Lessee or to the public utility at no cost to Lessee upon reasonable terms and conditions at such place as the parties shall mutually agree.

2. Effective Date/Due Diligence Period, Tests and Construction. Lessee shall have the right at any reasonable time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Facilities (as defined in Paragraph 6 (a) below), after giving 24-hour actual telephonic notice to Lessor of its intent to enter to conduct such tests. A copy of all test results shall be provided to Lessor by Lessee upon receipt of same.

Prior to installation of Lessee's Facilities (defined in Section 6 below) the Communications Tower requires modifications and improvements in order to accommodate such Lessee Facilities (the "Tower Modifications"). Lessee and Lessor agree that Lessee shall cause the Tower Modifications to be constructed, the cost of which shall be not more than \$16,500.00 (the "Modification Costs"). Lessee shall pay all of the Modification Costs provided, however, Lessee shall receive an abatement of \$8,250.00 to be credited against the first annual rent payment due as described in Paragraph 4 below. Lessee agrees to provide Lessor with copies of invoices and payment receipts related to the Modification Costs to verify the total expenses. In the event that Lessee's actual costs associated with the design and construction of the Tower Modifications are less than the Modification Costs, the Modification Costs shall be reduced to an amount equal to the actual costs and the 50% abatement shall be adjusted accordingly. In the event that Lessee's actual costs are greater than the Modification Costs,

Lessor shall have no liability for any amount in excess of the Modification Costs. If this Agreement is terminated early for a Lessee default, Lessee shall forego any remaining balance of abatement amounts. The Lessee shall ensure that no construction liens or other liens or encumbrances shall be registered against or shall otherwise affect the Land or any part thereof or the Lessor's or Lessee's interest therein (including with respect to any improvements thereon) in respect of material supplied or work done or to be done by the Lessee or on behalf of the Lessee. Lessor shall have the right to review all plans for the Tower Modifications prior granting its approval to the Tower Modifications, which approval shall not be withheld unreasonably. Nothing herein shall be read to limit Lessor's rights to act through its Board of Commissioners and other duly appointed boards as a neutral decision maker in its legislative or quasi-judicial capacity.

3. Term.

(a) The initial term of this Agreement shall be five (5) years, commencing on the earlier of (i) the date that Lessee is granted a building permit by the governmental agency charged with issuing such permits, or (ii) September 20, 2014. In the event that this Agreement commences upon issuance of a building permit, if the date that said permit is issued falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). Lessee shall have the right to extend the term of this Agreement for five (5) additional and successive five (5) year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety (90) days prior to the commencement of the succeeding Renewal Term.

(b) **Additional Extensions.** If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of the then current term.

4. **Rent.** Within thirty (30) days of the Commencement Date, Lessee shall pay rent for the first lease year in the amount of Twenty Two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00) ("Rent"). The annual rent for the second year and each succeeding year shall be equal to one hundred three percent (103%) of the annual rent payable with respect to the immediately preceding year. Rent shall be payable to the Lessor's Site Manager, CityScape Consultants, Inc., at the address specified herein or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22(d) below.

5. **Use.** The Premises may be used by Lessee for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, but this Agreement shall not constitute or in any way be deemed to be a development approval and/or permit or any entitlement thereto.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to construct, erect, maintain, repair and operate on the Premises only radio communications facilities, including, without limitation, the antennas mounted in an acceptable manner on the Lessor's Communications Tower, as better described in Exhibit D, and a concrete pad exclusively for Lessee's equipment shelter's or cabinets' foundation, utility lines, transmission lines, air conditioned equipment shelter(s) or cabinets, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures therefore ("Facilities"). In connection therewith, Lessee has the right to do all work reasonably necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after giving notice to Lessor of the commencement of work. Lessee shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof, whether the equipment, antennas, or conduits are specified or not on any exhibit attached hereto, during the Term, as long as such replacement or additional equipment will not cause harmful interference to other tenants at the tower site, increase the physical space occupied by Lessee's antennas, or increase the loading of the Communications Tower. The addition of any equipment which will increase the loading of the Communications Tower shall be subject to compliance with a structural analysis reasonably satisfactory to Lessor. Any modifications which increase the physical space occupied by Lessee's antennas or increase the loading on the Communications Tower shall be subject to Lessor's prior written consent and an amendment to this Lease Agreement to memorialize the additional utilization by Lessee of Lessor's Communications Tower (including but not limited to an adjustment in Rent). All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. All of Lessee's equipment shall remain Lessee's personal property. The Facilities shall be removed by Lessee at its option and sole expense upon the expiration of the Term, or within

ninety (90) days after any earlier termination of this Agreement, and Lessee shall repair any damage to the Premises caused by such removal, reasonable wear and tear and casualty damage excluded. The Lessee shall NOT be permitted to co-locate any other communications provider's equipment within the ground area of the Lessee's facilities, which shall be exclusively used for Lessee's equipment cabinets and ancillary equipment.

(b) Lessee agrees that the specific site plan for the Facilities shall be reviewed and approved by Granville County and any other government or agency with review rights or authority in accordance with applicable local, state and federal regulations. Lessee shall submit all required applications and required fees for permits to the appropriate City, County, State or Federal agencies for review and approval of the Facilities. Lessee has the right to install and operate transmission cables from the equipment shelter or cabinets to the Communications Tower, electric lines from the main feed to the equipment shelter or cabinets and communication lines from the main entry point to the equipment shelter or cabinets, and to make Property improvements, alterations, or additions appropriate for Lessee's use ("Lessee Changes"). Lessee Changes include the right to construct an approved form of fence around the Land Space and undertake any other appropriate means to secure the Land Space. Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Facilities on the Property. Lessee will be allowed to make alterations to the Premises to ensure that the Facilities comply with all applicable federal, state or local laws, rules or regulations.

(c) Prior to the initial installation of Lessee Changes, Lessee will supply Lessor with plans and specifications ("Plans") to be reviewed and approved by the Lessor prior to commencement of Lessee Changes. Lessor's approval will not be unreasonably withheld, conditioned or delayed. After approval of the Plans, they will be considered incorporated in this Agreement. If the Lessor disapproves the Plans then the Lessee will provide the Lessor with revised Plans reasonably suitable to Lessor.

(d) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein providing that the easement does not interfere with Lessor's use of the Land. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Lessor and the servicing utility company.

(e) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, for use by Lessee, its agents, employees and contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B. Lessee shall comply with all Homeland Security and other security matters relating to the Land.

(f) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor

shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. The parties agree that the access roadway to the Premises existing on the Commencement Date shall be acceptable for Lessee's use.

7. Interference.

(a) If there are existing radio frequency user(s) on the Communications Tower on the Effective Date, Lessor shall provide Lessee with a list of all existing radio frequency users (the "Pre-Existing Users") and their respective existing radio frequencies (the "Frequencies") being used on the Premises to allow Lessee to evaluate the potential for interference. Lessee covenants to use all reasonable efforts so that Lessee's use of the Communications Tower does not interfere with the existing Frequencies of the Pre-Existing Users as long as the Pre-Existing Users operate and continue to operate within their respective Frequencies and in accordance with all applicable laws and regulations. Granville County public safety communications currently use antennas on the Communications Tower and shall be deemed to be Pre-Existing Users as to such antennas at all times and for all purposes of this Agreement. The Lessor shall be deemed to be a Pre-Existing User as to any public safety equipment installed on or adjacent to the Communications Tower, whether now existing or hereafter installed.

(b) After the Effective Date, Lessor agrees that Lessor (except for any public safety equipment of Lessor) and/or any other tenants of the Communications Tower who in the future take possession of portions of the Communications Tower will be permitted to install only such after-installed equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee's permitted wireless communications providers.

(c) Lessee further agrees to install FCC type accepted or approved equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any public safety equipment of Lessor, either existing or later installed on or adjacent to the Communications Tower. In the event of such interference to such public safety equipment, Lessee shall immediately remedy such interference upon notice from Lessor utilizing the FCC's "Enhanced Best Practices Guide" as set forth in Appendix D of FCC 04-168 (released August 6, 2004).

8. Taxes. If ad valorem taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Facilities belonging to Lessee. The parties recognize that the Lessor, a North Carolina County, is a tax-exempt entity. Lessee shall pay as additional rent any documented increase in real estate taxes levied against the leased Property which is directly attributable to the improvements owned by Lessee. Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to real estate taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of the same by Lessor.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement.

9. Third Party Financing. Lessor acknowledges that Lessee may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Facilities (the "Collateral") with a third party financing entity and/or may in the future enter into additional financing arrangements with other financing entities; provided, however, Lessee shall have no right to pledge the real

property constituting the Premises, the Communication Tower, or any other property, real or personal, in or around the Premises not owned by Lessee.

10. Default.

(a) In the event there is a breach by Lessee with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct its business on the Property; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

11. Other Termination Rights.

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessee if it does not obtain or maintain (due to no cause or fault of its own) any license, permit or other approval necessary for the construction and operation of the Facilities, or if Lessee determines such approval may not be obtained in a timely manner; (ii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies (due to no cause or fault of its own); (iii) by Lessee if any environmental report for the Land reveals the presence of any Hazardous Material in violation of any Environmental Laws after the Commencement Date (due to no cause or fault of its own); (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for technological reasons including, without limitation, signal interference; (v) by Lessee if Lessee, in its sole discretion determines that it will be unable to use the Premises for its intended purposes; or (vi) by Lessee if the Lessor fails to deliver to Lessee an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraph 22(g) below.

(b) Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that one (1) year prior written notice is given to Lessor.

12. Destruction or Condemnation. If the Premises or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation (due to no cause or fault of its own), Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises after 60 consecutive days of inability to utilize the Premises or Facilities.

13. Insurance.

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence/Five million and 00/100 dollars (\$5,000,000.00) aggregate; Auto Coverage of at least one million and 00/100 dollars (\$1,000,000.00) per occurrence/two million and 00/100 dollars (\$2,000,000.00) aggregate; workers comprehensive – Statutory amounts. Subject to the standard provisions, exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessee shall furnish Lessor at least thirty (30) days prior written notice in advance of the cancellation of the insurance. Prior to the Commencement Date, Lessee shall provide Lessor with a certificate of insurance ("COP") evidencing the coverage required by this Paragraph 13. Any renewal or replacement policies of certificates are to be delivered to the County within ten (10) business days after expiration of the existing insurance without lapse in coverage. Lessor shall be included as an additional insured on the Lessee's CGL policy. Said limits above may be satisfied by primary insurance or a combination of primary and excess liability insurance.

(b) Lessor agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Lessee shall be included as an additional insured on the Lessor's CGL policy.

14. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

15. Liability and Indemnity. Lessee shall protect, defend, indemnify and hold harmless Lessor against any loss as a result of any claim or legal proceedings related to the performance or non-performance of any act arising from the operation of the Facilities contemplated by this Agreement; provided, however, that in no event will the indemnities provided by Lessee hereunder extend or apply to claims, damages, losses, causes of action, liabilities, costs or expenses caused by or resulting from the negligence or willful misconduct of Lessor, its employees, agents or contractors. It is the express intent of the parties that the foregoing indemnity shall not apply to any liability resulting from the sole negligence or fault of the Lessor, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both Lessor and Lessee, responsibility and indemnity, if any, shall be apportioned comparatively, without, however, waiving any governmental immunity available to Lessor under North Carolina law and without waiving any defense of the parties under North Carolina law. Except for indemnification pursuant to this paragraph, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

16. Assignment and Subletting. Lessee may not assign, or otherwise transfer any of its interest in this Agreement or in the Premises without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may assign its interest to its parent company, affiliates, subsidiaries of its parent, or to any successor-in-interest or entity acquiring Eighty Percent (80%) or more of its stock or assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessee may not sublet any of its interest in this Agreement or in the Premises. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Upon assignment and written notice being presented to the Lessor, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. Lessor may assign this Agreement, which assignment may be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of Lessor's obligations herein. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent by the Lessor its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that written notice shall be provided to Lessor.

17. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple, has rights of access thereto and the Land is free and clear of all liens, encumbrances, judgments and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

18. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee, or are caused by Lessee or are needed to maintain or operate or improve Facilities owned and operated by Lessee. Lessee shall make repairs to its facilities and equipment as shall be necessary to maintain the same in good working order and repair.

19. Hazardous Material.

(a) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Lessor hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Lessor from, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Lessor and Lessee shall each indemnify, defend and hold the other harmless from and against all losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 19 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Land by Lessee or Lessee's agents, employees, contractors, or lessees and in the case of Lessor, from the ownership or control of, or operations in or about, the Premises by Lessor or Lessor's agents, employees, contractors, lessees, guests or other parties. The provisions of this Paragraph 19 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. The foregoing notwithstanding, Lessor shall not be deemed on account of any provision herein to have waived any governmental immunity available to Lessor under applicable law.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation,

generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

20. Remedies. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, non-defaulting party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting party. If non-defaulting party so performs any of defaulting party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting party shall immediately be owing by defaulting party to the non-defaulting party, and the defaulting party shall pay to the non-defaulting party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if defaulting party does not pay non-defaulting party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from the defaulting party, the non-defaulting party may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to the defaulting party until the full undisputed amount, including all accrued interest, is fully reimbursed to non-defaulting party.

21. Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 6 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, Lessee holds over in violation of Paragraph 6 and this Paragraph 21, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 6 shall be increased to one hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

Granville County,
A North Carolina political subdivision
143 Williamsboro Street
Oxford, North Carolina 27565
Attn: County Manager
Phone: (919) 693-5240

Lessee:

USCOC of Greater North Carolina LLC,
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Chicago, IL 60631

With copies to:

CityScape Consultants, Inc.
7050 W Palmetto Park Rd. #15-652
Boca Raton, FL 33433
Attn: Contract Administration

With copies to:

County Attorney:
James C. Wrenn, Jr.
Hopper, Hicks, and Wrenn, PLLC
P.O. Box 247
111 Gilliam Street
Oxford, North Carolina 27565

(e) Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of North Carolina. Venue for any action arising from this Agreement shall be in the Superior Court in and for Granville County, North Carolina.

(g) Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit E will be recorded by Lessee in the official records of Granville County. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.

i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

23. Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

24. Marking and Lighting Requirements. Lessor shall be responsible for compliance with all Communications Tower marking, lighting and painting requirements of the Federal Aviation Administration ("FAA") and the FCC and for otherwise ensuring that the Communications Tower is kept in good repair and complies with all applicable laws, rules, regulations, and permit requirements.

25. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LESSOR:

GRANVILLE COUNTY

By: David T. Smith
Name: DTS ~~Edgar Smoak~~ David T. Smith
Title: Chairman
Granville County Board of Commissioners
Date: _____

LESSEE:

USCOC of GREATER NORTH CAROLINA, LLC

By: (Seal)
Name: Mike Mizary
Title: Manager
Date: 10-7-14

Attest:

Debra A. Weary
Debra Weary, Clerk
Granville County Board of Commissioners

Witness for Lessee:

Rejoice Porter
Print Name: Rejoice Porter

Debra A. Weary



PRE-AUDIT CERTIFICATION

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

Steve McNally
Steve McNally, Finance Director
Granville County

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and USCOC of Greater North Carolina, LLC, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

BEGINNING at a control corner situate N. 34° 06' 27" W. 48.39 feet from a PK nail in centerline of N. C. State Road No. 1326 and N. C. State Road No. 1328 (said PK nail being at the intersection of said state roads); thence along the northern right of way of N. C. State Road No. 1328, the following courses and distances to an iron pipe at the point at which the eastern line of Scott P. Doolittle intersects said right of way line: N. 72° 23' 58" W. 26.22 feet, N. 69° 03' 37" W. 41.54 feet, N. 65° 29' 20" W. 20.93 feet, N. 61° 31' 00" W. 44.58 feet, N. 58° 44' 25" W. 101.55 feet, N. 58° 26' 19" W. 100.11 feet, and N. 58° 08' 35" W. 207.45 feet; thence along the eastern line of Doolittle, N. 07° 24' 11" E. 376.77 feet to an existing iron pipe; thence a new made line, N. 40° 31' 29" E. 170.59 feet to an existing iron pipe; thence a second new made line, S. 33° 21' 38" E. 197.61 feet to an existing iron pipe; thence a third new made line, S. 74° 19' 37" E. 186.27 feet to an existing iron pipe; thence a fourth new made line, N. 28° 07' 24" E. 20.84 feet to an iron pipe in the western right of way line of N. C. State Road No. 1326; thence along said right of way line of N. C. State Road No. 1326 the following courses and distances to the point of beginning: S. 08° 36' 34" E. 18.77 feet, S. 06° 04' 44" E. 100.99 feet, S. 04° 28' 11" E. 102.80 feet, S. 02° 08' 19" E. 111.57 feet, S. 02° 36' 08" W. 113.07 feet, S. 03° 14' 38" W. 115.59 feet and S. 04° 12' 13" W. 12.33 feet, containing 5.4252 acres as shown by map entitled "Survey for Granville County", dated November 20, 1996, prepared by James R. Wilson, Registered Surveyor, and being part of the identical property conveyed by William T. Watkins, et al, to U. S. Plywood-Champion Papers, Inc., dated May 12, 1969, recorded in Book 182, Page 36, Granville Public Registry. In 1972, the name of U. S. Plywood-Champion Papers, Inc., was changed to Champion International Corporation.

EXHIBIT B

DESCRIPTION OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and USCOC of Greater North Carolina, LLC, as Lessee.

The Premises are described and/or depicted as follows:

WRITTEN METES AND BOUNDS DESCRIPTION OF THE LAND SPACE AND RIGHT OF WAY WILL BE PRESENTED HERE OR ATTACHED HERETO

LEGAL DESCRIPTION FOR PROPOSED INGRESS-EGRESS & UTILITY EASEMENT:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road; thence N 36-42-35 W, 48.39 feet to a point located at the intersection of the western right of way of SR 1326 – Joe Currin Road and the northern right of way of SR 1328 – Charlie Stovall Road; thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 52.27 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road the POINT OF BEGINNING; thence from said point of beginning and continuing along the northern right of way of SR 1328 – Charlie Stovall Road N 61-20-24 W, 20.04 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road; thence leaving said right of way N 32-09-50 E, 75.68 feet to a point; thence with a curve to the left having a radius of 75.00 feet a chord bearing and distance N 02-15-54 W, 84.81 feet to a point; thence N 03-35-57 W, 23.26 feet to a point; thence N 86-24-03 E, 61.42 feet to a point; thence S 06-54-46 E, 20.03 feet to a point; thence S 86-24-03 W, 41.33 feet to a point; thence with a curve to the right having a radius of 95.00 feet a chord bearing and distance S 00-24-52 W, 99.98 feet to a point; thence S 32-09-50 W, 74.46 feet to the point of beginning containing 4,729 square feet or 0.109 acres.

LEGAL DESCRIPTION FOR LEASE AREA FOR GENERATOR:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road; thence N 36-42-35 W, 48.39 feet to a point located at the intersection of the western right of way of SR 1326 – Joe Currin Road and the northern right of way of SR 1328 – Charlie Stovall Road; thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 101.55 feet to a point; thence leaving the northern right of way of SR 1328 – Charlie Stovall Road N 32-09-50 E, 75.68 feet to a point; thence with a curve to the left having a radius of 75.00 feet a chord bearing and distance N 02-15-54 W, 84.81 feet to a point; thence N 03-35-57 W, 23.26 feet to a point; thence N 86-24-03 E, 61.42 feet to a point; thence S 06-54-46 E, 20.03 feet to a point; thence N 86-12-47 E, 13.35 feet to a point the POINT OF BEGINNING; thence from said point of beginning N 86-12-47 E, 10.00 feet to a point; thence S 03-47-13 E, 5.00 feet to a point; thence S 86-12-47 W, 10.00 feet to a point; thence N 03-47-13 W, 5.00 feet to the point of beginning containing 50 square feet or 0.001 acres.

LEGAL DESCRIPTION FOR LEASE AREA FOR EQUIPMENT SHELTER:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road; thence N 36-42-35 W, 48.39 feet to a point located at the intersection of the western right of way of SR 1326 – Joe Currin Road and the northern right of way of SR 1328 – Charlie Stovall Road; thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 101.55 feet to a point; thence leaving the northern right of way of SR 1328 – Charlie Stovall Road N 32-09-50 E, 75.68 feet to a point; thence with a curve to the left having a radius of 75.00 feet a chord bearing and distance N 02-15-54 W, 84.81 feet to a point; thence N 03-35-57 W, 23.26 feet to a point; thence N 86-24-03 E, 61.42 feet to a point; thence S 06-54-46 E, 20.03 feet to a point; thence N 70-27-13 E, 29.46 feet to an iron pipe set the POINT OF BEGINNING; thence from said point of beginning N 86-12-47 E, 25.00 feet to an iron pipe set; thence S 03-47-13 E, 13.00 feet to an iron pipe set; thence S 86-12-47 W, 25.00 feet to an iron pipe set; thence N 03-47-13 W, 13.00 feet to the point of beginning containing 325 square feet or 0.007 acres.

Notes:

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved 

4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above but must have the same or substantially similar mechanical specifications.
5. All frequencies used shall be listed below. Any future frequencies anticipated shall be listed as "Future." No changes shall occur in any frequencies without the written approval of Lessor.
6. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations and shall be subject to prior approval by the County.

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved DJS

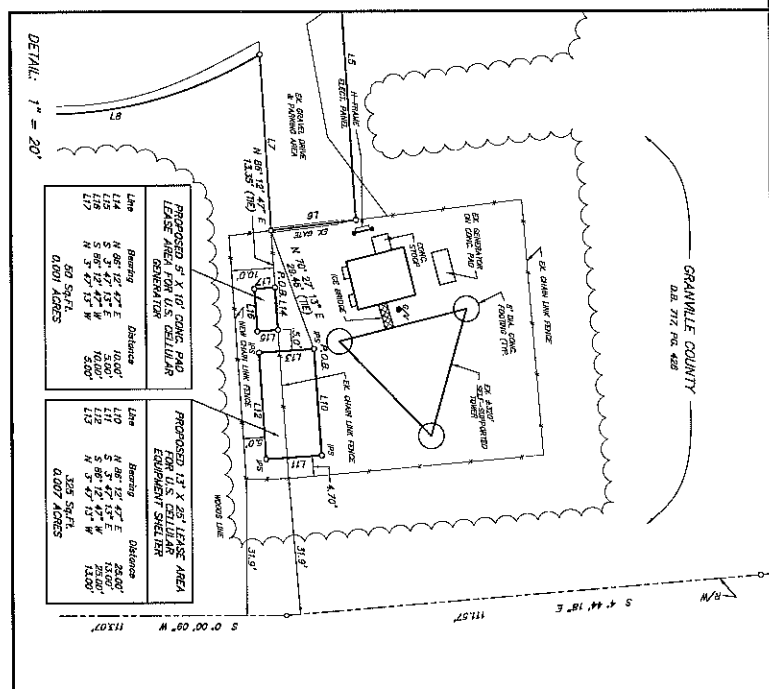
EXHIBIT C

SURVEY OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and USCOC of Greater North Carolina, LLC, as Lessee.

The Premises are described and/or depicted as follows:

**APPROVED SURVEY OF THE LAND SPACE AND RIGHT OF WAY WILL BE
PRESENTED HERE OR ATTACHED HERETO**



NO 3

2. THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD

4. C/L TOWER LATITUDE: 36° 27' 39.075"
LONGITUDE: 78° 45' 17.559"

5 DATED 05-27-06, BASIS OF HEARING IS GRID NORTH BASED ON NORTH

6. FACILITY - OAK HILL DATED 05-27-05.
SURVEY TAKEN FROM MAP BY TOWER ENGINEERING
AND CONSULTANTS, ELIZABETH, NJ. THE FACILITY IS A TOWER

[illegible]

09-12-14 **REDUCE WIDTH OF INGRESS**

NEETICA TION

This survey is of another category, and

that this map was drawn under my supervision from an actual survey made under

AS drawn from information in Book 5
Buses RED or other reference source

Standards of Practice for Land Surveys in North Carolina (21 NCAC 56.1600).

E. Schmidt

CAV

3.26 feet

SECRET

Table 1 Demographic characteristics of study population

66-18007-
176
day

[illegible]

28

0827
GALLEITE



NO SCALE

NO MIC. ANAL. REQ.

12

EXHIBIT D

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and USCOC of Greater North Carolina, LLC, as Lessee.

The list of all antennas and appurtenances are described and/or depicted as follows:

Antenna(s): 6 KMW AM-X-CW-18-65-00T-RET
3 KMW KASCTPR82008 Bias-T

Cable(s): 12 each 1-5/8" and 1 each 5/8"

Rad Center: 248 Feet AGL

Azimuths: °120 /230 ° /340° TN

The frequencies assigned to Lessee by the FCC for use on the Premises are listed below. Any future frequencies anticipated may be listed as "Future" however no changes shall occur in any frequencies without the written approval of Lessor.

Approved Frequencies Ranges: Transmit Tx: **869-880; 890-891.5MHz /728-734 MHz**

Receive Rx: **824-835; 845-846.5 MHz /698-704 MHz**

EXHIBIT E

to the Agreement dated _____, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and USCOC of Greater North Carolina, LLC, as Lessee.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

MEMORANDUM OF AGREEMENT

APN:

This MEMORANDUM OF AGREEMENT is entered into on _____, 2014, by **GRANVILLE COUNTY**, a North Carolina political subdivision, Lessor, with an address at 143 Williamsboro Street, Oxford, North Carolina 27565 (hereinafter referred to as "Owner" or "Lessor") and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, with an office at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 2014, effective upon full execution of the parties ("Effective Date") for the purpose of Lessee undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Lessee's tenancy under the Agreement is for five (5) years commencing on the date specified in the Agreement, with five (5) successive, automatic five (5) year options to renew.

3. Lessor is the owner of certain real property [the "Land"] and an existing communications tower [the "Communications Tower"] located at 8362 Charlie Stovall Road, Oxford, North Carolina 27565, Granville County, North Carolina and more particularly described in Exhibit A attached hereto. Pursuant to the Agreement, Lessor has leased to Lessee and Lessee has leased from Lessor, a portion of that certain space (the "Tower Space") on the Communications Tower; a portion of the Land sufficient for the installation of LESSEE's equipment building (the "Land Space"), together with the non exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right of way extending from the nearest public right of way, Charlie Stovall Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Land between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way are more particularly described in Exhibit B, attached hereto and made a part hereof, and are further shown on the survey attached hereto and incorporated herein as Exhibit C. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are collectively hereinafter referred to as the "Premises".

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved DTS

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LESSOR:

LESSEE:

GRANVILLE COUNTY

USCOC of GREATER NORTH CAROLINA, LLC

By: **EXHIBIT ONLY – DO NOT
EXECUTE**

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

On _____, 2014, before me, _____, Notary Public, personally appeared Michael S. Felts, County Manager for Granville County, a body corporate and politic of the State of North Carolina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, a Notary Public for _____ County and State of Illinois, do hereby certify that _____ personally came before me this day and acknowledged that he is the Manager of USCOC of Greater North Carolina, LLC, and that he, as _____, being authorized to do so, executed the foregoing instrument on behalf of _____.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 2014.

Notary Public

My Commission Expires:

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved DVS

MEMORANDUM OF AGREEMENT

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC** as Lessee.

The Land is described and/or depicted as follows (meters and bounds description):

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved PS

MEMORANDUM OF AGREEMENT

EXHIBIT B

DESCRIPTION OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated OCTOBER 12, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC**, as Lessee.

The Premises are described and/or depicted as follows:

**WRITTEN METES AND BOUNDS DESCRIPTION OF THE LAND SPACE AND RIGHT OF WAY
WILL BE PRESENTED HERE OR ATTACHED HERETO**

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved DTS

MEMORANDUM OF AGREEMENT

EXHIBIT C

SURVEY OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated OCTOBER 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC**, as Lessee.

The Premises are described and/or depicted as follows:

**APPROVED SURVEY OF THE LAND SPACE AND RIGHT OF WAY WILL BE
PRESENTED HERE OR ATTACHED HERETO**

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

USCOC of Greater North Carolina, LLC
Attention: Real Estate, 8410 West Bryn Mawr Avenue
Chicago, Illinois 60631

**MEMORANDUM OF AGREEMENT
APN: 097800168897**

This MEMORANDUM OF AGREEMENT is entered into on October 13, 2014, by **GRANVILLE COUNTY**, a North Carolina political subdivision, Lessor, with an address at 143 Williamsboro Street, Oxford, North Carolina 27565 (hereinafter referred to as "Owner" or "Lessor") and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, with an office at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Communications Site Lease Agreement ("Agreement") dated as of October 13, 2014, effective upon full execution of the parties ("Effective Date") for the purpose of Lessee undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Lessee's tenancy under the Agreement is for five (5) years commencing on the date specified in the Agreement, with five (5) successive, automatic five (5) year options to renew.

3. Lessor is the owner of certain real property [the "Land"] and an existing communications tower [the "Communications Tower"] located at 8362 Charlie Stovall Road, Oxford, North Carolina 27565, Granville County, North Carolina and more particularly described in Exhibit A attached hereto. Pursuant to the Agreement, Lessor has leased to Lessee and Lessee has leased from Lessor, a portion of that certain space (the "Tower Space") on the Communications Tower; a portion of the Land sufficient for the installation of LESSEE's equipment building (the "Land Space"), together with the nonexclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right of way extending from the nearest public right of way, Charlie Stovall Road, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Land between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way are more particularly described in Exhibit B, attached hereto and made a part hereof, and are further shown on the survey attached hereto and incorporated herein as Exhibit C. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are collectively hereinafter referred to as the "Premises".

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved MSP

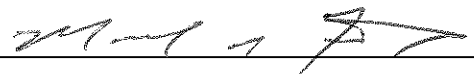
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LESSOR:

LESSEE:

GRANVILLE COUNTY

USCOC of GREATER NORTH CAROLINA, LLC

By: 

By: 

Name: Michael S. Felts

Name: Mike Irizarry

Title: County Manager

Title: Executive Vice President

Date: 10/15/2014

Date: 10-7-14

STATE OF NORTH CAROLINA

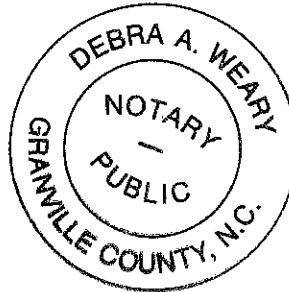
COUNTY OF GRANVILLE

On October 13, 2014, 2014, before me, Debra A. Weary, Notary Public, personally appeared Michael S. Felts, County Manager for Granville County, a body corporate and politic of the State of North Carolina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Debra A. Weary (SEAL)
Notary Public

My commission expires: 3/28/2015



STATE OF ILLINOIS

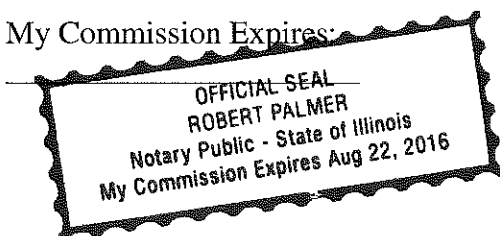
COUNTY OF COOK

I, Robert Palmer, a Notary Public for Cook County and State of Illinois, do hereby certify that Narothum Saxena personally came before me this day and acknowledged that he is the Manager of USCOC of Greater North Carolina, LLC, and that he, as _____, being authorized to do so, executed the foregoing instrument on behalf of _____.

WITNESS my hand and official Notarial Seal, this 7th day of October, 2014.

Robert Palmer
Notary Public

My Commission Expires:



MEMORANDUM OF AGREEMENT

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC** as Lessee.

The Land is described and/or depicted as follows (meters and bounds description):

BEGINNING at a control corner situate N. 34° 06' 27" W. 48.39 feet from a PK nail in centerline of N. C. State Road No. 1326 and N. C. State Road No. 1328 (said PK nail being at the intersection of said state roads); thence along the northern right of way of N. C. State Road No. 1328, the following courses and distances to an iron pipe at the point at which the eastern line of Scott P. Doolittle intersects said right of way line: N. 72° 23' 58" W. 26.22 feet, N. 69° 03' 37" W. 41.54 feet, N. 65° 29' 20" W. 20.93 feet, N. 61° 31' 00" W. 44.58 feet, N. 58° 44' 25" W. 101.55 feet, N. 58° 26' 19" W. 100.11 feet, and N. 58° 08' 35" W. 207.45 feet; thence along the eastern line of Doolittle, N. 07° 24' 11" E. 376.77 feet to an existing iron pipe; thence a new made line, N. 40° 31' 29" E. 170.59 feet to an existing iron pipe; thence a second new made line, S. 33° 21' 38" E. 197.61 feet to an existing iron pipe; thence a third new made line, S. 74° 19' 37" E. 186.27 feet to an existing iron pipe; thence a fourth new made line, N. 28° 07' 24" E. 20.84 feet to an iron pipe in the western right of way line of N. C. State Road No. 1326; thence along said right of way line of N. C. State Road No. 1326 the following courses and distances to the point of beginning: S. 08° 36' 34" E. 18.77 feet, S. 06° 04' 44" E. 100.99 feet, S. 04° 28' 11" E. 102.80 feet, S. 02° 08' 19" E. 111.57 feet, S. 02° 36' 08" W. 113.07 feet, S. 03° 14' 38" W. 115.59 feet and S. 04° 12' 13" W. 12.33 feet, containing 5.4252 acres as shown by map entitled "Survey for Granville County", dated November 20, 1996, prepared by James R. Wilson, Registered Surveyor, and being part of the identical property conveyed by William T. Watkins, et al, to U. S. Plywood-Champion Papers, Inc., dated May 12, 1969, recorded in Book 182, Page 36, Granville Public Registry. In 1972, the name of U. S. Plywood-Champion Papers, Inc., was changed to Champion International Corporation.

MEMORANDUM OF AGREEMENT

EXHIBIT B

DESCRIPTION OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated October 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC**, as Lessee.

The Premises are described and/or depicted as follows:

WRITTEN METES AND BOUNDS DESCRIPTION OF THE LAND SPACE AND RIGHT OF WAY WILL BE PRESENTED HERE OR ATTACHED HERETO

LEGAL DESCRIPTION FOR PROPOSED INGRESS-EGRESS & UTILITY EASEMENT:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road; thence N 36-42-35 W, 48.39 feet to a point located at the intersection of the western right of way of SR 1326 – Joe Currin Road and the northern right of way of SR 1328 – Charlie Stovall Road; thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 52.27 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road the POINT OF BEGINNING; thence from said point of beginning and continuing along the northern right of way of SR 1328 – Charlie Stovall Road N 61-20-24 W, 20.04 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road; thence leaving said right of way N 32-09-50 E, 75.68 feet to a point; thence with a curve to the left having a radius of 75.00 feet a chord bearing and distance N 02-15-54 W, 84.81 feet to a point; thence N 03-35-57 W, 23.26 feet to a point; thence N 86-24-03 E, 61.42 feet to a point; thence S 06-54-46 E, 20.03 feet to a point; thence S 86-24-03 W, 41.33 feet to a point; thence with a curve to the right having a radius of 95.00 feet a chord bearing and distance S 00-24-52 W, 99.98 feet to a point; thence S 32-09-50 W, 74.46 feet to the point of beginning containing 4,729 square feet or 0.109 acres.

LEGAL DESCRIPTION FOR LEASE AREA FOR GENERATOR:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 82.33 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road; thence leaving said right of way N 32-09-50 E, 76.30 feet to a point; thence with a curve to the left having a radius of 65.00 feet a chord bearing and distance N 03-31-55 W, 75.85 feet to a point; thence N 03-35-57 W, 36.35 feet to a point; thence N 86-24-03 E, 70.85 feet to a point; thence S 06-54-46 E, 30.05 feet to a point; thence N 86-12-47 E, 13.35 feet to a point the POINT OF BEGINNING; thence from said point of beginning N 86-12-47 E, 10.00 feet to a point; thence S 03-47-13 E, 5.00 feet to a point; thence S 86-12-47 W, 10.00 feet to a point; thence N 03-47-13 W, 5.00 feet to the point of beginning containing 50 square feet or 0.001 acres.

LEGAL DESCRIPTION FOR LEASE AREA FOR EQUIPMENT SHELTER:

Beginning at an existing PK nail located in the centerline intersection of SR 1326 – Joe Currin Road and SR 1328 – Charlie Stovall Road thence running along the northern right of way of SR 1328 – Charlie Stovall Road the following courses and distances N 74-59-47 W, 26.22 feet to a point; thence N 71-39-36 W, 41.54 feet to a point; thence N 68-05-19 W, 20.93 feet to a point; thence N 64-06-59 W, 44.58 feet to a point; thence N 61-20-24 W, 82.33 feet to a point located on the northern right of way of SR 1328 – Charlie Stovall Road; thence leaving said right of way N 32-09-50 E, 76.30 feet to a point; thence with a curve to the left having a radius of 65.00 feet a chord bearing and distance N 03-31-55 W, 75.85 feet to a point; thence N 03-35-57 W, 36.35 feet to a point; thence N 86-24-03 E, 70.85 feet to a point; thence S 06-54-46 E, 30.05 feet to a point; thence N 70-27-13 E, 29.46 feet to an iron pipe set the POINT OF BEGINNING; thence from said point of beginning N 86-12-47 E, 25.00 feet to an iron pipe set; thence S 03-47-13 E, 13.00 feet to an iron pipe set; thence S 86-12-47 W, 25.00 feet to an iron pipe set; thence N 03-47-13 W, 13.00 feet to the point of beginning containing 325 square feet or 0.007 acres.

Lessee Site Ref USC# 561350
Site: Oak Hill
Granville County, North Carolina
County Approved 1127

MEMORANDUM OF AGREEMENT

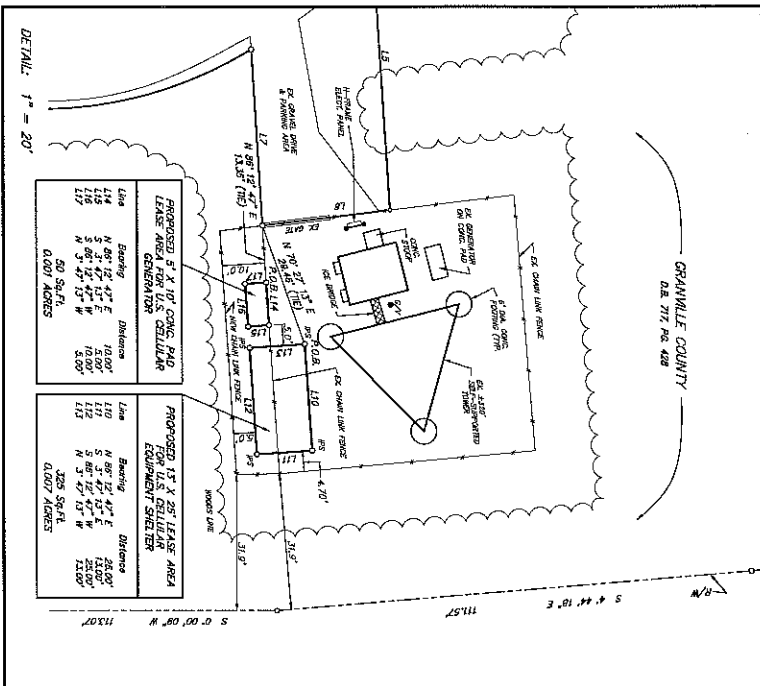
EXHIBIT C

SURVEY OF LAND SPACE AND RIGHT OF WAY

to the Agreement dated OCTOBER 13, 2014, by and between **GRANVILLE COUNTY**, a body corporate and politic of the State of North Carolina, as Lessor, and **USCOC of GREATER NORTH CAROLINA, LLC**, as Lessee.

The Premises are described and/or depicted as follows:

**WRITTEN METES AND BOUNDS DESCRIPTION OF THE LAND SPACE AND RIGHT OF WAY
WILL BE PRESENTED HERE OR ATTACHED HERETO**



a point; thence S 86-12-41 W, 10.00 feet to a point; thence N 03-47-13 W, 3.00 feet to the point of beginning containing 50 square feet or 0.001 acres.

[illegible]



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: May 11, 2021

Title: Senior Services - South Lease

PURPOSE:

To review the current draft of a lease with the City of Creedmoor for the Creedmoor Senior Center.

BACKGROUND:

Below is a brief timeline of events related to the renovation of the City of Creedmoor Gym and Senior Center Facility.

- October 2, 2017 the City of Creedmoor Mayor and City Manager presented plans for the renovation of the Creedmoor gym and Senior Center facility.
- October 16, 2017 the Granville County Board of Commissioners approved the allocation of \$350,000 to be included in the 2018-2019 annual budget.
- June 2019, the County leased space at the South Granville Country Club to provide space for Senior Services during the facility renovation.
- September 2019, the City of Creedmoor requested the allocation with a letter showing the anticipated completion date of June 2020.
- April 27, 2021, the City of Creedmoor officially dedicated the Creedmoor Community Center.
- May 2021, the City Manager and County Manager met to discuss details of the draft lease agreement and negotiated points of interest.

Following the Board of Commissioners meeting on May 3, 2021, the Granville County Attorney and County staff have worked with the City of Creedmoor Manager and Attorney to negotiate the few remaining terms of a lease for the use of the Creedmoor Community Center for the County Senior Service operations. A copy of the most recent version of the draft lease is included in your agenda information for your reference.

This agreement acknowledges a few minor improvements to the space to address the need for exclusive use of key space and allows for the needed egress in and out of the community program space. It addresses a pro-rated funding between the City and County for facility maintenance and utilities, as well as outlines a process for negotiating renewal terms.

FUNDING:

Funding of this lease space has been anticipated in the existing budget.

RECOMMENDATION:

The County Manager recommends approving the lease for the use of the Creedmoor Community Center for Senior Services operations.

ATTACHMENTS:

Draft Lease for use of Creedmoor Community Center v24

Attachment A

Attachment B

ACTION TAKEN:

NORTH CAROLINA
GRANVILLE COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT (the “Agreement”) is made and entered into this the ____ day of May, 2021 by and between the City of Creedmoor, a North Carolina municipal corporation (the “City”), and Granville County (the “County”).

WITNESSETH

Subject to the terms and conditions set out in this Agreement, and for good and sufficient consideration, the City does hereby let and lease to the County, and the County hereby accepts as a tenant of the City that portion of the Creedmoor Community Center, located at 108 East Wilton Avenue in Creedmoor, described herein, for use as the South Granville Senior Center (the “Senior Center”). The terms and conditions of this Agreement are as follows:

1. LEASE TERM. The term of this Agreement shall be for ten (10) years from the effective date of this Agreement. The City agrees to the ten-year term and acknowledges the \$350,000.00 contribution by the County toward the construction of the Creedmoor Community Center.¹ The Lease shall not automatically renew, but the parties agree to begin negotiations on a new lease for the Senior Center on or before the start of year nine (9) of this Lease.

2. RENT. The County shall pay rent in the amount of One Dollar 00/100 (\$1.00) for the term of this Agreement.

¹ The \$350,000.00 contribution made by the County toward the construction of the Creedmoor Community Center shall not give the County any claim of ownership whatsoever as to the Creedmoor Community Center or the real property upon which it is located.

3. THE PREMISES.

A. Description. The County shall have exclusive use of the Premises described herein. The “Premises” are located within the Creedmoor Community Center and include the following: lobby (room # 100), receptionist area (room #101), 139 square-foot office (room #102), closet (room #102A), 79 square-foot office (room #103), dining room (room #104), pantry/mechanical room (room #105), warming kitchen (room #106), closet (room #107), men’s restroom (room #108), women’s restroom (room #109), sunroom (room #110), outside deck, and the computer classroom (room #120). The Premises are depicted in Attachment A as those facilities highlighted in yellow. As used in this Agreement, “exclusive use” shall mean that the County has the sole authority to determine the programming and use of the Premises.

B. Upfit. The City shall purchase and install at its own expense a grip bar along the wall near the dining room (room #104) and sunroom (room #110) areas to assist patrons with traversing the inclined floor area in the Premises.

4. SECURING THE PREMISES. After normal operating hours, the doorway between the Senior Center and the rest of the Community Center (i.e. the door between the Senior Center dining room (room #104) and the sunroom (room #110)) shall remain closed and shall be secured by an expandable/retractable gate, which the City will purchase and install at its own expense.

5. THE FITNESS ROOM. In addition to exclusive use of the Premises, the County shall also be entitled to use the Fitness Room (room #118 as shown in Attachment A) fifty percent (50%) of the time during the normal operating hours of the Community Center. The City shall be entitled to use the Fitness Room the remaining fifty percent (50%) of the time during the normal operating hours of the Community Center and after normal operating hours. The County and City

staff shall work in good faith to schedule the use of the Fitness Room, provided that the Creedmoor City Manager or his or her designee shall have the final authority regarding the use of the room.

6. CLASSROOMS. In addition to exclusive use of the Premises, the County shall also be entitled to use the two Classrooms (room # 117 and 119 as shown in Attachment A) fifty percent (50%) of the time during the normal operating hours of the Community Center. The City shall be entitled to use the two Classrooms the remaining fifty percent (50%) of the time during the normal operating hours of the Community Center and after normal operating hours. The County and City staff shall work in good faith to schedule the use of the two Classrooms, provided that the Creedmoor City Manager or his or her designee shall have the final authority regarding the use of the two Classrooms.

7. USE OF THE PREMISES AND OTHER ROOMS. The Premises, the Fitness Room, and the two Classrooms shall be used by the County solely for the South Granville Senior Citizens Center, including for related programming, administration, and equipment and materials storage, and the County shall not make use of the Premises, the Fitness Room, or the two Classrooms for any other purpose without prior approval of the Creedmoor Board of Commissioners. The County may use the remaining portions of the Creedmoor Community Center for programming and other purposes associated with the South Granville Senior Citizens Center, provided that (i) such uses do not conflict with the programming, administrative, or other needs of the City of Creedmoor and (ii) provided that the County obtains prior written approval from the Creedmoor City Manager or his or her designee for such uses. The decision to allow the County to use portions of the Creedmoor Community Center other than the Premises, the Fitness Room, and the two Classrooms shall be solely within the discretion of the Creedmoor City Manager or

his or her designee, and such usage shall be charged at fifty (50%) of the rental rates charged to other groups for use of the Creedmoor Community Center facilities.

8. UTILITY COSTS AND EQUIPMENT.

A. Costs: Except for phone service and Internet service, the parties shall share the cost of all utility services for the Creedmoor Community Center on a prorated basis. The County shall be responsible for phone service and Internet service for the Senior Center, and the City shall be responsible for the phone service and Internet service necessary to serve the remaining portions of the Creedmoor Community Center. The County shall pay a fixed annual cost of \$6,200 for all other utilities inclusive of water/sewer, electric, and natural gas usage. Utility costs shall be reviewed annually and shall be adjusted to reflect actual costs, effective on the anniversary date of the effective date of this Agreement. The annual utility costs shall be due and payable upon signing of this Agreement and shall be invoiced by the City annually on the anniversary date of this Agreement.

At least once per month, the City shall furnish copies of each utility bill for the Creedmoor Community Center to the County. The City shall timely pay each utility bill in full, and the County shall reimburse the City for its prorated share of utility costs no later than thirty (30) days after the utility invoice is submitted to the County for payment.

B. Phone and Internet Equipment; Cybersecurity: The County shall provide all phone and computer equipment necessary to operate the South Granville Senior Center. The City shall provide all phone and computer equipment necessary to operate the remaining portions of the Creedmoor Community Center. Each party shall be responsible for providing their own cybersecurity for their Internet and computer systems, including but not limited to virus and malware prevention software.

9. MAINTENANCE. The City shall maintain in good repair the roof, walls and structural portions of the building; all heating, plumbing, electrical and air conditioning systems; any conduit and wiring necessary for computers, Internet access, and/or telephone systems; and the grounds of the Creedmoor Community Center during the term of this Agreement. The County shall be responsible for all minor repairs to the Premises, not to exceed Five Thousand 00/100 Dollars (\$5,000.00) annually. Notwithstanding the foregoing, the County shall be responsible for all repairs of damage to the Premises arising from the use of the Senior Center. Because the Premises are accessible to the public beyond the senior services programming days and times, the City shall install locks on all cabinets and doors leading to or within the Premises. In addition, the City shall install a camera system capable of retaining video for at least two weeks and to which system the County shall have full access. Prior to initiating any repairs on the Premises, the County shall obtain written approval from the Creedmoor City Manager or his or her designee, which approval shall not be unreasonably withheld. Repairs and maintenance exceeding Five Thousand 00/100 Dollars (\$5,000.00) annually shall be the responsibility of the City.

10. PREVENTATIVE MAINTENANCE. The City shall be responsible for all preventive maintenance of the Community Center, including for the Senior Center Premises. Preventive maintenance shall include all scheduled preventative measures for pest control and all scheduled preventive maintenance for facilities including but not limited to the elevator, electrical systems, the alarm and surveillance system, sprinkler system, the HVAC system, and other mechanical systems. Both parties shall pay a prorated share of the preventive maintenance costs, with each party paying for a percentage approximately equal to the amount of square footage of the Creedmoor Community Center used by said party as shown in Attachment B. For 2021 and 2022, the anticipated vendors and estimated costs for preventative maintenance have been included

in Attachment B. The City shall timely pay each preventive maintenance bill in full, and the County shall reimburse the City for its prorated share no later than thirty (30) days after the invoice is submitted to the County for payment.

11. INDEMNIFICATION AND INSURANCE.

A. County Indemnification and Insurance: The County agrees that it will hold harmless the City from all injury or damage to person or property caused by the negligence of the County, County's employees, agents, invitees, or licensees in, on or about the Premises including, without limitation, all costs, expense, claims, or lawsuits arising in connection therewith.

The County shall keep in force at own expense so long as the Lease remains in effect public liability insurance with respect to the Leased Premises with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and \$2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of \$1,000,000.00 property damage each occurrence/\$2,000,000.00 aggregate, in companies and in a form acceptable to the City for the benefit of the City and its lender, if any. The County shall name the City as Additional Insured under such policy or policies, and the City shall be notified at least ten (10) days prior to any reduction or cancellation of coverage. The County shall provide the City with a certificate of insurance evidencing such coverage within thirty (30) days after the commencement of this lease. The County shall insure its personal property on the Premises in such amount and in such manner as the County in its sole discretion may determine.

B. City Indemnification and Insurance: The City agrees that it will hold harmless County from all injury or damage to person or property caused by the negligence of the City, City's

employees, agents, invitees, or licensees in, on or about the Premises including, without limitation, all costs, expense, claims, or lawsuits arising in connection therewith.

The City shall keep in effect during the term of this Lease commercial general liability insurance protecting the City and any contractor or subcontractor working on behalf of the City from claims of bodily injury or property damage which arise from operation of this Lease. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury each occurrence/\$2,000,000.00 aggregate and \$1,000,000.00 property damage each occurrence/\$2,000,000.00 aggregate. The City shall provide the County with a certificate of insurance evidencing such coverage within thirty (30) days after the commencement of this lease.

12. ALTERATIONS; IMPROVEMENTS. The County may make such alterations and improvements to the Premises as are approved by the City. Approval shall be within the sole discretion of the City. Minor alterations or improvements, such as but not limited to as painting, may be approved in writing by the Creedmoor City Manager or his or her designee; major alterations or improvements may only be approved by the Creedmoor Board of Commissioners. All improvements, except fixtures which may be removed without damage to the premises, shall become the property of the City upon the expiration or termination of this Agreement.

13. ASSIGNMENT; SUBLETTING. The County shall not, without the prior written consent of Creedmoor Board of Commissioners, assign or sublet any portion of the Premises, the Fitness Room, or the two Classrooms to any third party. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases like shall be made only with the prior written consent of the Creedmoor Board of Commissioners.

14. DEFAULT. Any material breach of this Agreement by either party shall constitute a default. In the event of default, the defaulting party shall have thirty (30) days from written notice

of the default by the other party to cure the default. If the defaulting party does not timely cure the default, the other party may, with written notice, terminate the Agreement immediately. If either party hires an attorney to enforce its rights upon default and termination, the losing party in litigation shall be liable for reasonable attorney's fees and other related costs.

15. **HOLDING OVER.** If the County remains in possession of the Premises, the Fitness Room, and/or either of the two Classrooms after the expiration of the term of this Agreement, with the City's acquiescence and without any express agreement of the parties, the County shall be a tenant at will at the rental rate which is in effect at end of this Agreement. If the County remains in possession of the Premises after the expiration of the term of this Agreement without acquiescence by the City, the County shall be a tenant at sufferance and the rental rate shall be an annual rate of \$10.00 per square foot of exclusive space.

16. **DESTRUCTION OR DAMAGE.** If the Premises, Fitness Room, and two Classrooms are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Agreement shall automatically terminate as of the date of such destruction and the rent due shall be pro-rated from that date. The City shall restore the damaged facilities to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Notwithstanding the foregoing, if the Premises, the Fitness Room, and the two Classrooms are more than Fifty Percent (50%) damaged, with such value being the insurance replacement value, appraisal from a certified appraiser, and a repair estimate from a licensed general contractor, the City may, in its sole discretion, terminate this Agreement immediately.

17. **TERMINATION.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time and for any reason or no reason at all upon three hundred sixty-five (365) days written notice to the other party.

18. SURRENDER BY THE LESSEE OF THE DEMISED PROPERTY IN GOOD ORDER AND CONDITION. Upon the expiration or termination of this Agreement, the County shall vacate the Premises in good order and repair, ordinary wear and tear excepted. The County shall remove all of its property maintained on the Premises so that the City can repossess the Premises no later than midnight on the day upon which this Agreement ends.

19. DISPUTE RESOLUTION. If a dispute arises under or by virtue of this Agreement, the Creedmoor City Manager and the Granville County Manager shall first make a good-faith effort to resolve the dispute informally with such input as may be required from their respective governing boards. If the dispute cannot be resolved informally, within sixty (60) days following initiation of informal dispute resolution efforts, either party may request mediation by providing the other party written notice of intent to mediate the dispute. Following written notice of intent to mediate and within thirty (30) days of notice of intent to mediate being given, the parties will either agree on a mediator or the two parties shall each select a mediator and the two mediators selected shall pick a third mediator who will mediate the dispute. Mediation will be conducted following the North Carolina Rules for Mediated Settlement Conferences and Other Settlement Procedures in Superior Court Civil Actions. Such mediation must be completed within ninety (90) days following selection of a mediator. Participation in mediation in the mediation process shall be a condition precedent to a party seeking judicial relief. If efforts to mediate the dispute are not successful, either party may file suit in the appropriate division of the North Carolina General Court of Justice sitting in Granville County, North Carolina having jurisdiction over the claim.

20. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral

or otherwise, between the parties, not embodied herein shall be of any force or effect. This Agreement may not be modified except by a writing signed by all the parties hereto.

21. NOTICE. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; (c) the day it is delivered by email to the parties listed below; or (d) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

<u>CITY OF CREEDMOOR</u> <u>Gerald Smith, City Manager</u> <u>PO Box 765 (mail)</u> <u>111 Masonic Street (delivery)</u> <u>Creedmoor, NC 27522</u> <u>Email: gsmith@cityofcreedmoor.org</u>	<u>GRANVILLE COUNTY</u> <u>Michael Felts, County Manager</u> <u>PO Box 906 (mail)</u> <u>141 Williamsboro Street (delivery)</u> <u>Oxford, NC 27565</u> <u>Email: michael.felts@granvillecounty.org</u>
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Copies of all notices shall be given by e-mail on the day notice is initiated as described above.

Either party may change the notice information contained herein by providing written notice to the other party of said changes.

22. NO WAIVER OF QUALIFIED IMMUNITY. No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

23. FORCE MAJEURE. No party shall be liable for any failure, delay, or interruption in service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability, or other similar acts beyond the reasonable control of either Party.

24. SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

25. APPLICABLE LAW. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law.

26. E-VERIFY. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

27. RESTRICTED COMPANIES LIST. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall not be included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

28. PRE-AUDIT. This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act as evidenced by the signatures of the finance officers of each of the parties attached hereto and incorporated herein by reference.

29. MEMORANDUM. Any party may, at any time and at their own expense, cause a Memorandum of this Agreement to be recorded in the office of the Register of Deeds for Granville County in a form prescribed by North Carolina law.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same document.

[This area has been left blank intentionally. Signatures are on the following page.]

IN TESTIMONY WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, this the day first above written.

CITY OF CREEDMOOR

GRANVILLE COUNTY

By: _____
Robert Wheeler, Mayor

By: _____
Sue Hinman, Chairman of the Granville
County Commissioners

ATTEST:

ATTEST:

Terry Hobgood, Creedmoor City Clerk

Debra A. Weary, Clerk to the Granville
County Board of Commissioners

[SEAL]

[SEAL]

PRE-AUDIT CERTIFICATION

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

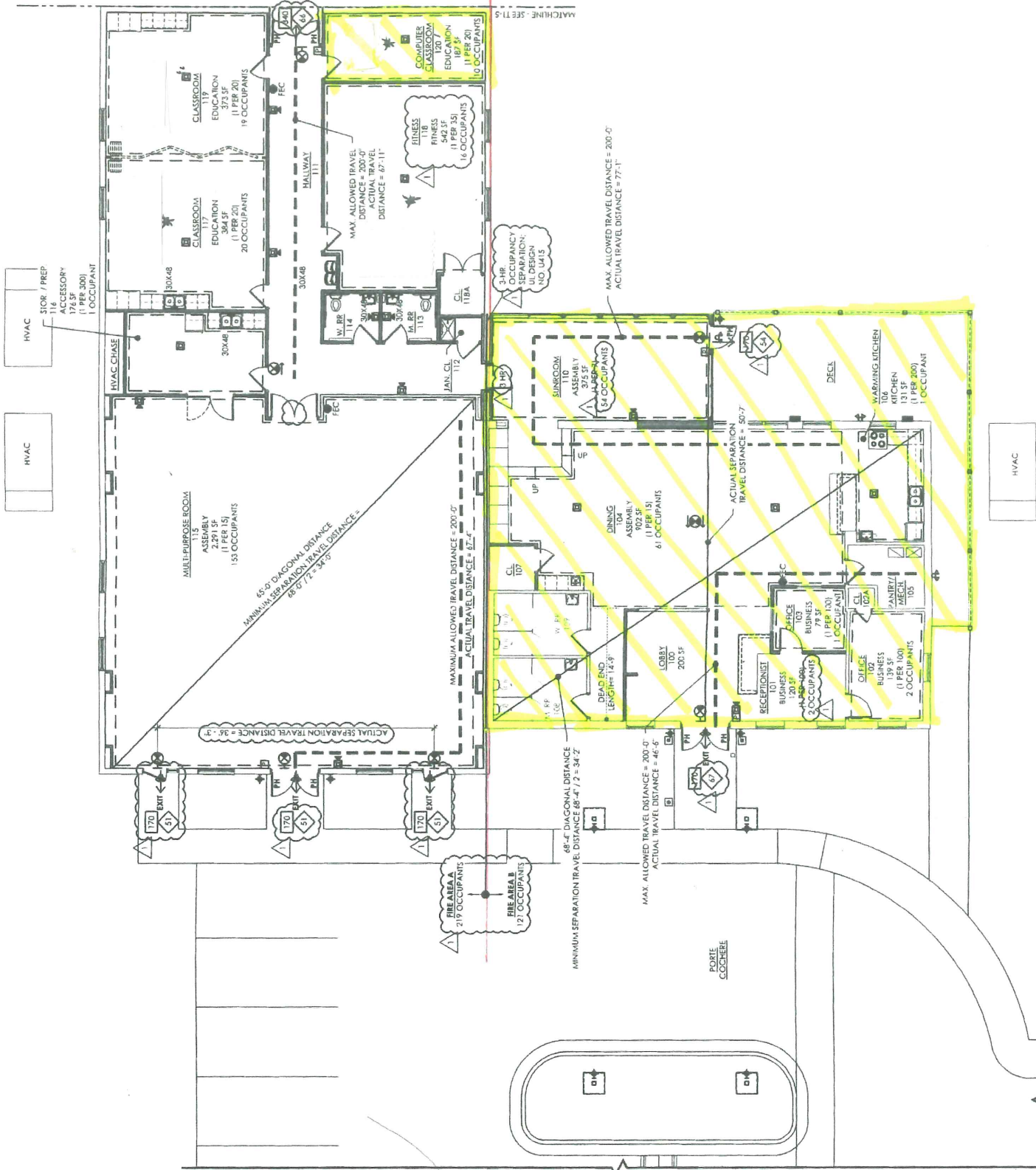
Stephen M. McNally
Finance Director, County of Granville

PRE-AUDIT CERTIFICATION

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

Sonali Mehta
Finance Director, City of Creedmoor

ATTACHMENT A



FIRE AREA OCCUPANCY CALCULATIONS	
FIRE AREA A TOTAL	222 PERSONS
FIRE AREA B TOTAL	121 PERSONS
FIRE AREA C TOTAL	770 PERSONS
TOTAL OCCUPANCY PER PROJECT SCOPE:	
TOTAL SENIOR CENTER OCCUPANCY:	343 PERSONS
TOTAL GYMNASIUM OCCUPANCY:	770 PERSONS
TOTAL OCCUPANCY PER PROJECT SCOPE:	1,113 PERSONS

LIFE SAFETY SYMBOLS	
RESTROOM	ROOM NAME
STOR. / PREP.	FUNCTION OF SPACE
ACCESSORY	SQUARE FOOTAGE
1 PER 300	FLOOR AREA PER OCCUPANT
1 OCCUPANT	OCCUPANT LOAD
EXIT DOOR CAPACITY	EXIT DOOR CAPACITY
ACTUAL EXIT DOOR OCCUPANT LOAD	ACTUAL EXIT DOOR OCCUPANT LOAD
1-HR. SEPARATION	1-HR. SEPARATION
2-HR. FIRE WALL	2-HR. FIRE WALL
3-HR. FIRE WALL	3-HR. FIRE WALL
MAX. TRAVEL DISTANCE	MAX. TRAVEL DISTANCE
AREA OF REFUGE	AREA OF REFUGE
DOOR HOLDER	DOOR HOLDER
FIRE ALARM CONTROL PANEL	FIRE ALARM CONTROL PANEL
FIRE ALARM TERMINAL CABINET	FIRE ALARM TERMINAL CABINET
FIRE EXTINGUISHER (CABINET)	FIRE EXTINGUISHER (CABINET)
FIRE ALARM SYSTEM ANNUNCIATOR	FIRE ALARM SYSTEM ANNUNCIATOR
DOOR LIGHT	DOOR LIGHT
EXTERIOR WALL SCONCE	EXTERIOR WALL SCONCE
2-HEAD EMERGENCY LIGHT	2-HEAD EMERGENCY LIGHT
EXIT SIGN WALL/Ceiling MOUNTED	EXIT SIGN WALL/Ceiling MOUNTED
FIRE ALARM HORN/STROBE	FIRE ALARM HORN/STROBE
FIRE ALARM PULL STATION	FIRE ALARM PULL STATION
FIRE ALARM STROBE	FIRE ALARM STROBE
PANIC HARDWARE	PANIC HARDWARE

Creedmoor Community Center Space Usage and Preventive Maintenance Table

Total Building Square Footage	21,751	
Total County Square Footage		
County – exclusive	2,915	
County – 50% shared space	466	
Total County square footage	3,381	
City\County Square Footage		
City – total square footage	18,370	84.46%
County – total square footage	3,381	15.54%
Preventive Maintenance Estimated Annual Costs for 2021-2022		
Vendor or Item	Annual Cost	
Brady – HVAC (mechanical)	\$ 6,840.00	
TKE – Elevator	\$ 2,940.00	
Alarms & Fire System – building and FACP	\$ 4,450.00	
Pest Control	\$ 600.00	
Trash Service	\$ 800.00	
TOTAL	\$ 15,630.00	
County’s estimated proportion of preventive maintenance costs for 2021-2022	\$ 2,429.54	



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: May 13, 2021

Title: County Attorney's Report

PURPOSE:

Any items as needed by the County Attorney.

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

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

Title: Presentations by County Board Members

PURPOSE:

Board members will make comments.

- Commissioner Smith
- Commissioner Cozart
- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Chair Hinman

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

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

Title: Any Other Matters

PURPOSE:

Any other matters if needed.

ACTION TAKEN:



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: May 13, 2021

Title: Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter

PURPOSE:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

ACTION TAKEN: