Agenda

Granville County Board of Commissioners

May 3, 2021

AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, May 3, 2021

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

Consent Agenda

1. Contingency Summary (p. 3)

2. Request for Lottery Funding for School Construction (p. 5)

3. Minutes (p. 7)

Introductions, Recognitions and Presentations

4. Fiscal Year 2021-2022 Budget Presentation (p. 17)

Public Comments

5. Public Comments (p. 18)

Public Hearings

6. Lease of Office Space for DSS Satellite Office (p. 19)

Board of Elections Matters

7. Consider Contracting with Apple Rock for Board of Elections (p. 43)

Project Management

8. Law Enforcement & Detention Center CMR Contingency Reconciliation Final (p. 53)

Emergency Services Matters

9. Tar River Regional Hazard Mitigation Plan Adoption (p. 100)

Finance Matters

10. FY 2021 Audit Contract and Engagement Letter - Thompson, Price, Scott, Adams & Co., PA (p. 103)

Purchasing

11. Cott Systems Online Index Books 1746-1873 (p 120)

Appointments

12. Granville County Board of Adjustment (p. 125)

13. Jury Commission (p. 126)

County Manager's Report

14. Senior Services - South Lease (p. 127)

15. 275th Anniversary Book Printing (p. 143)

County Attorney's Report

16. Request to Purchase Property in Stovall (p. 152)

17. Report Results of Upset Bid Process - Lewis Property (p. 154)

Presentations by County Board Members

18. Presentations by County Board Members (p. 158)

Any Other Matters

19. Any Other Matters (p. 159)

Closed Session

20. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 160)

Granville County
Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 29, 2021

Title: **Contingency Summary**

RECOMMENDATION:
Finance Director recommends approval.

ATTACHMENTS:
Contingency Summary May 3, 2021

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary
For FY 2020-2021 Budget
May 3, 2021

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):

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

Environmental Disaster Contingency (10-9910-993):

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		$ 10,000

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

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		$ 100,000
10/5/2020	Fund repairs of the boiler at Stovall Shaw Elementary School.	$ 100,000	$ -

Use of Fund Balance Summary - General Fund*

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		$ 2,955,337
9/8/2020	Carry over of Cadinal Innovations grant from FY 2020	$ 12,500	$ 2,967,837
9/8/2020	Carry over remaining funds from Human Relations Commissin from FY 2020	$ 4,947	$ 2,972,784
9/8/2020	Fund one month's FY 18 window loan payment not prevously requested by GH	$ 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 incentiv	$ 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	Carry over order to Victory Supply for inmate clothing that was created in FY 2	$ 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	$ (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 asscociated with refiancing Series 2010A RZEDB bonds	$ 55,673	$ 5,763,663

Granville County
Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 29, 2021

Title: **Request for Lottery Funding for School Construction**

PURPOSE:
To obtain Granville County Board of Commissioners approval for the request of NC Education Lottery proceeds.

BACKGROUND:
North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2.

The County is required to request available Lottery funds from DPI on an annual basis to apply to the cost of school capital projects. This request application has to be jointly signed by the Chairman of the Granville County Board of Education, as well as the Chairman of the Granville County Board of Commissioners.

RECOMMENDATION:
Finance Director recommends approval.

ATTACHMENTS:
Lottery application

ACTION TAKEN:

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approved: _____

Date: _____

County: Granville County

LEA: LEA - 390

Address: 141 Williamsboro Street

Contact Person: Steve McNally

Title: Finance Director

Phone: 919 693-1301

Project Title: HVAC and Roofing Repair project

Location: Granville County

Type of Facility: Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds ...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: HVAC & Roofing repairs to various schools throughout the Coo

Estimated Costs:

Purchase of Land	$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment/ Bond Payment		659,822.00
TOTAL	$	659,822.00

Estimated Project Beginning Date: 7/1/2020 Est. Project Completion Date: 6/30/2021

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 623,239.69 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

4/12/21

(Signature — Chair, Board of Education) (Date)

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 29, 2021

Title: **Minutes**

PURPOSE:
To approve minutes of the April 5, 2021 Regular Meeting.

RECOMMENDATION:
Approval

ATTACHMENTS:
April 5, 2021 Draft Minutes

ACTION TAKEN:

OXFORD, NORTH CAROLINA
April 5, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, April 5, 2021 at 7:00 p.m., via Zoom conference call in order to adhere to the COVID-19 restrictions.

Present were:

Chair:	Sue Hinman	
Commissioners:	Tony W. Cozart	Jimmy Gooch
	Zelodis Jay	Timothy Karan (lost connection during meeting)
	Russ May	David T. Smith

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

County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

Chair Sue Hinman called the meeting to order at 7:00 p.m. and she said hopefully this would be the last Zoom meeting for this year. She then recognized Commissioner Russ May for the invocation and Pledge of Allegiance. At this time, Clerk to the Board Debra A. Weary, did a roll call. Chair Hinman reminded Board members to identify themselves when speaking or making motions and also announced that votes would be done by a roll call by the Clerk.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved the consent agenda as follows:

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

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

(B) Approved Minutes of the February 1, 2021 Regular Meeting.

(C) Approved the Creation of the Granville County Sheriff's Office Forfeiture/Department of Justice Bank Account at Union Bank in Oxford, NC.

(D) Approved the Register of Deeds refund release for Warren Shackleford Thomas Attorneys PLLC in the amount of $310.00 that should have been recorded in Wake County as follows:

- 10-3240-110 $161.20
- 10-3240-113 $148.80

(E) Approved the following *Proclamation Recognizing Multiple Sclerosis Awareness*:

Proclamation Recognizing Multiple Sclerosis Awareness

WHEREAS, multiple sclerosis (MS) is a neurological disease of the central nervous system, affecting nearly 1 million people in the United States alone; and

WHEREAS, multiple sclerosis generally strikes people in the prime of life, between ages 20 through 50, and the cause and course of the often debilitating symptoms of MS remain unknown and no cure currently exists; and

WHEREAS, the National Multiple Sclerosis Society has been committed **for 75 years to a world free of MS**, heightening public knowledge about and insight into the disease; and

WHEREAS, together we have transformed what it means to live with MS and provided global leadership to help achieve our vision of a world free of MS; and

WHEREAS, since 1946 the National Multiple Sclerosis Society has been a driving force of MS research, relentlessly pursuing prevention, treatments and a cure, and has invested more than $1 billion in groundbreaking research; and

WHEREAS, funds raised through the National Multiple Sclerosis Society fuel research on pathways to MS cures and invest in the MS research workforce at the best medical centers, universities and other institutions throughout the U.S. and abroad, leading to many breakthroughs in the treatment of MS; and

WHEREAS, stopping MS in its tracks, restoring what has been lost, and ending MS forever is the mission of the National Multiple Sclerosis Society and one that all Americans and North Carolinians should support; and

WHEREAS, the Granville County Board of Commissioners recognizes the importance of finding the cause and cure of MS and expresses its appreciation for the dedication that the National Multiple Sclerosis Society – Greater Carolinas Chapter has shown toward creating a world free of MS;

NOW, THEREFORE, BE IT PROCLAIMED, that the Granville County Board of Commissioners, encourage all Granville County citizens to learn more about multiple sclerosis and what they can do to support individuals with MS and their families.

**Chair Hinman announced that a MS Awareness walk would be held on Saturday, April 10, 2021. (Due to the weather, it was postponed until a later date)

(F) Approved the following *National County Government Month Proclamation*:

National County Government Month - April 2021

"Counties Matter"

WHEREAS, the nation's 3,069 counties, parishes and boroughs serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Granville County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Gary Moore, NACo is demonstrating how "Counties Matter," especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Granville County continues to strive to raise public awareness and understanding about the roles and responsibilities of counties; and

NOW, THEREFORE, BE IT RESOLVED THAT THE GRANVILLE COUNTY BOARD OF COMMISSIONERS, do hereby proclaim April 2021 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

(G) Approved the following *Resolution of the Granville County Board of Commissioners Supporting the Renovation and Expansion of the Kerr Lake Regional Water Treatment Plant*

A RESOLUTION OF THE GRANVILLE COUNTY BOARD OF COMMISSIONERS SUPPORTING THE RENOVATION AND EXPANSION OF THE KERR LAKE REGIONAL WATER TREATMENT PLANT

WHEREAS, the United States Congress may award Federal grants to assist in the financing of essential public infrastructure projects; and

WHEREAS, the City of Oxford, along with its partners, the City of Henderson and the County of Warren, intends to update and expand the Kerr Lake Regional Water Treatment Plant; and

WHEREAS, the City of Oxford, the City of Henderson and the County of Warren are investing in the future of this region of the State of North Carolina through the provision of potable water by expanding the Kerr Lake Regional Water Treatment Plant by doubling the capacity to 20 million gallons per day; and

WHEREAS, the Kerr Lake Regional Water Treatment Plant also provides water to the County of Franklin and the Town of Stovall; and

WHEREAS, investing in this rural regional infrastructure project is essential to the Kerr Lake Regional Water System Partners and their customers to maintain and expand economic competitiveness and opportunity and quality of life for all who reside in this region; and

WHEREAS, the funding provided by the United States Congress via the Community Project Funding Program is critical to assist the Kerr Lake Regional Water System in filling the remaining gap in needed funds to commence and complete this essential regional infrastructure project.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Granville County Board of Commissioners on this the 5th day of April, 2021, that the Granville County Board of Commissioners does hereby fully support the Kerr Lake Regional Water System Water Treatment Plant Renovation and Expansion Project.

BOARD APPROVED FURNISHINGS FOR THE BELLE STREET PROJECT

County Manager Felts said that at the November 16, 2020 County Board of Commissioners meeting, the Board authorized the County Manager to execute a lease for office space at 104 Belle Street, Oxford. He explained that in preparation for County service relocation to the renovated office space, Administration was requesting to purchase office

furniture from Storr Office Environments under State Contract (STC 420A) in the amount of $28,242.57 along with an additional contingency of approximately $4,000 to cover purchase of a few additional pieces which are not under State Contract (project total not to exceed $32,250). Illustrations of the floor plan with a rendering of the moderate value range office furniture under consideration and a quote were included in the agenda packet. He noted that the lease will begin May 1st and the move time will begin soon after.

When asked, County Manager Felts said this order does not contain multi-media, but that audiovisual equipment will be included in the fiscal year 2021-2022 and looked at then.

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved awarding the State Contract quote to Storr Office Environments and authorizing a contingency amount for furnishings at the Belle Street location for a combined total not to exceed $32,250.

BOARD FINALIZED GRANVILLE COUNTY FIRE DEPARTMENT NEEDS SUBCOMMITTEE

Chair Hinman stated that County Administration needs to obtain clarification on the appointment recommendation for the Volunteer Fire Department (North -1) appointment and pending clarification obtain final approval of the creation and appointments to the Granville County Fire Department Needs Subcommittee. She then gave the background information.

Commissioner Smith clarified that Jason Tingen, Chief of Stovall Volunteer Fire Department was recommended for the North-1 appointment as well as the list of others included in the agenda packet.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved finalizing the Granville County Fire Department Needs Subcommittee as follows:

Granville County Fire Department Needs Subcommittee	
Volunteer Fire Department (North - 1)	Jason Tingen
Volunteer Fire Department (North - 2)	Mark Harrison
Volunteer Fire Department (South - 1)	Rusty Corley
Volunteer Fire Department (South - 2)	Richard Ray
Paid Fire Department	Greg Champion
County Commissioner	Zelodis Jay
County Commissioner	Russ May
Fire Marshal	Ken Reeves

Ex Officio	Reba Duke

BOARD APPOINTED CAROLYN HEGGIE (DISTRICT 1 APPOINTED BY DISTRICT 3) TO THE ORANGE STREET COMMUNITY CENTER BOARD OF TRUSTEES

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, the Board appointed Carolyn Heggie (District 1 appointed by District 3) to the Orange Street Community Center Board of Trustees.

BOARD APPOINTED MARK TUCK, SR. TO THE VETERANS AFFAIRS COMMITTEE

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Russ May, and unanimously carried, the Board appointed Mark Tuck, Sr. to the Veterans Affairs Committee.

BOARD DIRECTED STAFF TO SCHEDULE GRANVILLE ATHLETIC PARK PHASE III DEDICATION TO COINCIDE WITH 275TH ANNIVERSARY CELEBRATION

County Manager Felts said the next item was to discuss timing options and determine Board preference for the GAP Phase III dedication event. The County anticipates accepting the completed GAP Phase III Expansion Project sometime within the month of April after the remaining punch list items are completed. Once the new facilities have been turned over to the County's control, staff will proceed to make final preparations and have a "soft opening" to the public shortly thereafter. He then asked for direction from the Board for a date to hold an official opening and dedication, noting that Saturday, July 24th is the tentative date of Granville County's 275th Anniversary Celebration at the GAP.

When asked about the dedication being held in May, County Manager Felts said it would not be an additional burden as usually dedications are held on Saturdays or Sunday afternoons.

Commissioner May said he thought it would be momentous to hold the dedication on the same day as the 275th Anniversary Celebration. Other Board members agreed.

Commissioner Jay asked when the new signage would be installed at the GAP.

County Manager Felts said he anticipates signage being installed by July, but not in May.

After receiving consensus, County Manager Felts said that staff would proceed with holding the GAP Phase III Dedication to coincide with Granville County's 275th Anniversary Celebration tentatively scheduled for July 24th.

GRANVILLE COUNTY 5 – YEAR STRATEGIC PLAN – MOVED TO NEXT AGENDA

County Manager Felts stated that there was follow-up from a commissioner after this agenda item was placed on the agenda and noted that the Board may want to push this item to the next agenda. He went on to give background information saying that during the Granville County Board Retreat held on March 18, 2021, the draft Granville County 2021-2025 Strategic Plan was presented to the Granville County Board of Commissioners. No adjustments or recommended changes have been submitted to County Administration since the plan was presented at the Retreat, however a meeting with two commissioners has been scheduled this week to explain strategies and objectives. He referred to page 64 where the nine objectives were given and noted that they are not in priority order but grouped by categories. He pointed out that objective #4 ties in to the 2018 Granville County Comprehensive Plan. He asked the Board to consider moving this item to the April 19th agenda.

Commissioner May said that he was not here when the 2018 Granville County Comprehensive Plan was done and would like more time to review the documents. He politely asked the Board to allow Commissioner Gooch and him more time to review documents.

Commissioner Gooch apologized for the delay and asked for time to meet with the County Manager to review documents.

Commissioner Cozart mentioned he was glad to see objectives 5 and 6 in the proposed Strategic Plan noting that they may help with recruitment and retention in the Social Services Department, noting that he serves on that Board.

No action was taken and the consensus of the board was to move the item to the April 19th agenda. (Commissioner Karan lost connection during this item and was unable to reconnect)

BOARD APPROVED FULL-TIME VETERANS SERVICE TECHNICIAN

County Manager Felts explained that during the fiscal year 2020-2021 budget process, Rodney Frazier, Granville County Veterans Service Officer (VSO), prepared a Narrative of the Granville County Veterans Service Officer Duties and Responsibilities (included in the agenda) to support his request for a full-time Administrative Assistant or Veterans Service Technician (VST) position. He noted that on February 26, 2021 the County Manager met with Mr. Robert Johnson, NCDMVA Center Region III Manager, and Mr. Reggie Sandlin, District Service Officer, to discuss how to better serve our local veterans during Rodney Frazier's

extended absence. The Granville County VSO has been out on extended medical leave since late January and Granville County Veterans are being assisted by the Regional Veteran Service Center (VSC). He noted that the County has experienced some significant challenges during the transition, which could have been avoided or mitigated with a VST position. He then recommended approval for a full-time VST position, instead of an Administrative Assistant, for the Granville County Veterans Service Office to assist the County VSO with Veteran service needs. He noted if approved, the VST would work out of Mr. Frazier's office until he returns and then work on an alternate office space. If the position is filled prior to June 30, 2021 the salary and benefit costs will be covered in the existing fiscal year 2020-2021 Veterans Service Office budget. Funding for salary and benefits will be included in the fiscal 2021-2022 budget at an estimated salary and benefits of $47,217.

Upon a motion by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried (6-0), the Board approved a full-time Veterans Services Technician (VST).

DURING COUNTY MANAGER'S REPORT, ITEM CONCERNING DUTCHVILLE SHOPPING CENTER LEASE FOR DSS ADDED

County Manager Felts said he had an item to add concerning a lease at the Dutchville Shopping Center for the Department of Social Services. He explained that in doing due diligence, it was determined that the 10-year lease needs to be approved by the Local Government Commission (LGC) and they only meet once a month. He asked for authorization to file an application to the LGC and to hold a public hearing at the May 3rd meeting if he meets the deadline. The consensus of the Board was to proceed with the process.

DURING COUNTY ATTORNEY'S REPORT, BOARD HEARD UPDATE ON 122 PECAN STREET, CREEDMOOR PROPERTY

County Attorney Wrenn gave an update on the 122 Pecan Street, Creedmoor property. Granville County and the City of Creedmoor entered an agreement on the property that was a tax foreclosure that had a lot of granite debris from a previous tombstone business. The house has been demolished, but some debris remains. The City of Creedmoor has been approached by an adjoining property owner to purchase the property and clean up the lot. County Attorney Wrenn noted that if the property is sold, proceeds will be split based on the tax foreclosure less costs to clean up the lot. Creedmoor staff is in favor of the sale. He said the Board could act

on the matter once a sales contract is brought back and noted that the sale of the property will be subject to an upset bid process.

County Attorney Wrenn said he had attorney-client items for closed session.

BOARD PRESENTATIONS

Commissioner Gooch reported that Commissioners Karan, May and he are working with County Manager Felts and South Granville Water and Sewer (SGWASA) Executive Director Scott Schroyer to secure grants and COVID funding for SGWASA as well as Granville County. They have met with Senator Thom Tillis' office and have meetings scheduled with US Representative David Price and NC Representative Larry Yarborough. He said that the joint meeting with the Board of Education was a good meeting and he hopes everything will work out in the future as we want to support our students and education as much as possible.

Commissioner Jay reported that COVID vaccines are being given by the Granville-Vance Public Health this month in Vance County in the mornings and in Granville County in the evenings. He announced that a mass clinic for first vaccines will be held the end of the month and to call the Health Department for an appointment.

Commissioner May thanked the Board on behalf of veterans and the Veterans Affairs Committee for approving the Veterans Service Technician position. He also thanked Commissioner Gooch for the update about SGWASA efforts and noted that he hopes the collective efforts will hopefully bring results. He said he has enjoyed the interaction as a School Liaison over the last few weeks. He said that the Board of Education has tough decisions ahead, noting that the Board needs to support them and be fiscally responsible with the County's money to do the best for our children.

Chair Hinman thanked the Board for attending the joint meeting with the Granville County Board of Education and echoed comments already. She said there was good discussion and exchange of opinions at the joint meeting, noting that there are hard decisions ahead for the Board of Education.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Tony W. Cozart, and unanimously carried (6 – 0), the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (6) to consult with an attorney employed or retained by the public body

in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner David T. Smith, and unanimously carried (6 – 0), the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Tony W. Cozart, and unanimously carried (6 -0), the Board adjourned at 8:33 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 28, 2021

Title: **Fiscal Year 2021-2022 Budget Presentation**

PURPOSE:
Presentation on the recommended FY 2021-2022 budget and set date(s) for budget workshop(s).

BACKGROUND:
In accordance with NCGS §159, the County Manager's submitted budget must be presented to the Board no later than June 1st. 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." The Manager must submit a budget message to introduce and summarize the budget.

County Manager Michael Felts will present an overview of the FY 2021-2022 recommended budget for the Board's review and consideration. The Board will also need to set the date of the required public hearing, which has tentatively been scheduled for Monday, May 17, 2021.

County Administration is recommending Budget Work Sessions on Monday, May 10th at 2:00 p.m. and Tuesday, May 11th at 9:00 a.m. at the Granville County Expo Center.

RECOMMENDATION:
County Manager recommends scheduling the Public Hearing on the proposed budget for May 17, 2021 and scheduling Budget Work Sessions.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 27, 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: Debra Weary
Department: Administration
Date: April 29, 2021

Title: **Lease of Office Space for DSS Satellite Office**

PURPOSE:

The purpose of the hearing is to take public comments concerning a proposed long-term lease of office space by the County.

BACKGROUND:

All required notices for the public hearing have been made in a timely manner. A copy of the notice is included in your agenda materials for your reference.

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

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

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

9-10	$9.57 psf	$91,872	$7,656

Also included for your consideration is the Resolution supporting an application to the Local Government Commission for its approval of a County office space lease.

FUNDING:

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

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.

ATTACHMENTS:

Public Hearing Notice
DSS Lease of Space Resolution
Dutch Village General Information
Draft of Proposed Lease

ACTION TAKEN:

GRANVILLE COUNTY, NORTH CAROLINA -- NOTICE OF PUBLIC HEARING
PROPERTY LEASE FOR SOCIAL SERVICES SATELLITE OFFICE

The Board of Commissioners (the "Board") of Granville County (the "County"), North Carolina, will hold a public hearing on Monday, May 3, 2021, at 7:00 p.m. (or as soon thereafter as the matter may be heard). The purpose of the hearing is to take public comment concerning a proposed long-term lease of office space by the County.

The hearing will be held in the Board's usual meeting room, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford, North Carolina.

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. The County expects to have additional renewal options. The County plans to use the leased space as a satellite office for the County's Department of Social Services.

All interested persons will be heard. The County's plans are subject to change based on the comments received at the public hearing and the Board's subsequent discussion and consideration. The County's entering into the lease is subject to obtaining approval from the North Carolina Local Government Commission.

Persons wishing to make written comments in advance of the hearing or wishing more information concerning the subject of the hearing may contact Michael S. Felts, 141 Williamsboro Street, Oxford, NC, 919-693-5240 or michael.felts@granvillecounty.org

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

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 25321 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 25321 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.

* * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Granville County, North Carolina; that this meeting was properly called and held on May 3, 2021; that a quorum was present and

acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this _____ day of May, 2021.

[SEAL]

_____
Debra A. Weary
Clerk, Board of Commissioners
Granville County, North Carolina

DUTCH VILLAGE

2531 E. Lyon Station Road, Creedmoor, North Carolina



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DUTCH VILLAGE

2531 E. Lyon Station Road, Creedmoor, North Carolina

I-85 VISIBILITY SHOPPING CENTER LOCATED AT THE INTERSECTION OF I-85 AND BUTNER CREEDMOOR ROAD/HWY 56

BUILDING SIZE	Approximately 58,200 RSF
AVAILABLE SPACE	Suite 6A - 3,600 RSF Suite 6B - 6,000 RSF Suite 7 - 6,000 RSF
ANCHOR TENANT	Food Lion
TRAFFIC COUNT	Butner Creedmoor Road/Hwy 56 - 16,500 VPD I-85 - 42,000 VPD
RENTAL RATE	$9.00/SF, NNN $2.27/SF
LEASE TERM	Negotiable

TENANTS

Food Lion	30,720 SF
Subway	2,100 SF
Focus Nails	1,400 SF
Domino's Pizza	1,400 SF
Premier Eye Institute	1,380 SF
Taste of China	1,750 SF
El Rio Mexican Restaurant	2,100 SF
USA Tobacco and Vape	1,750 SF

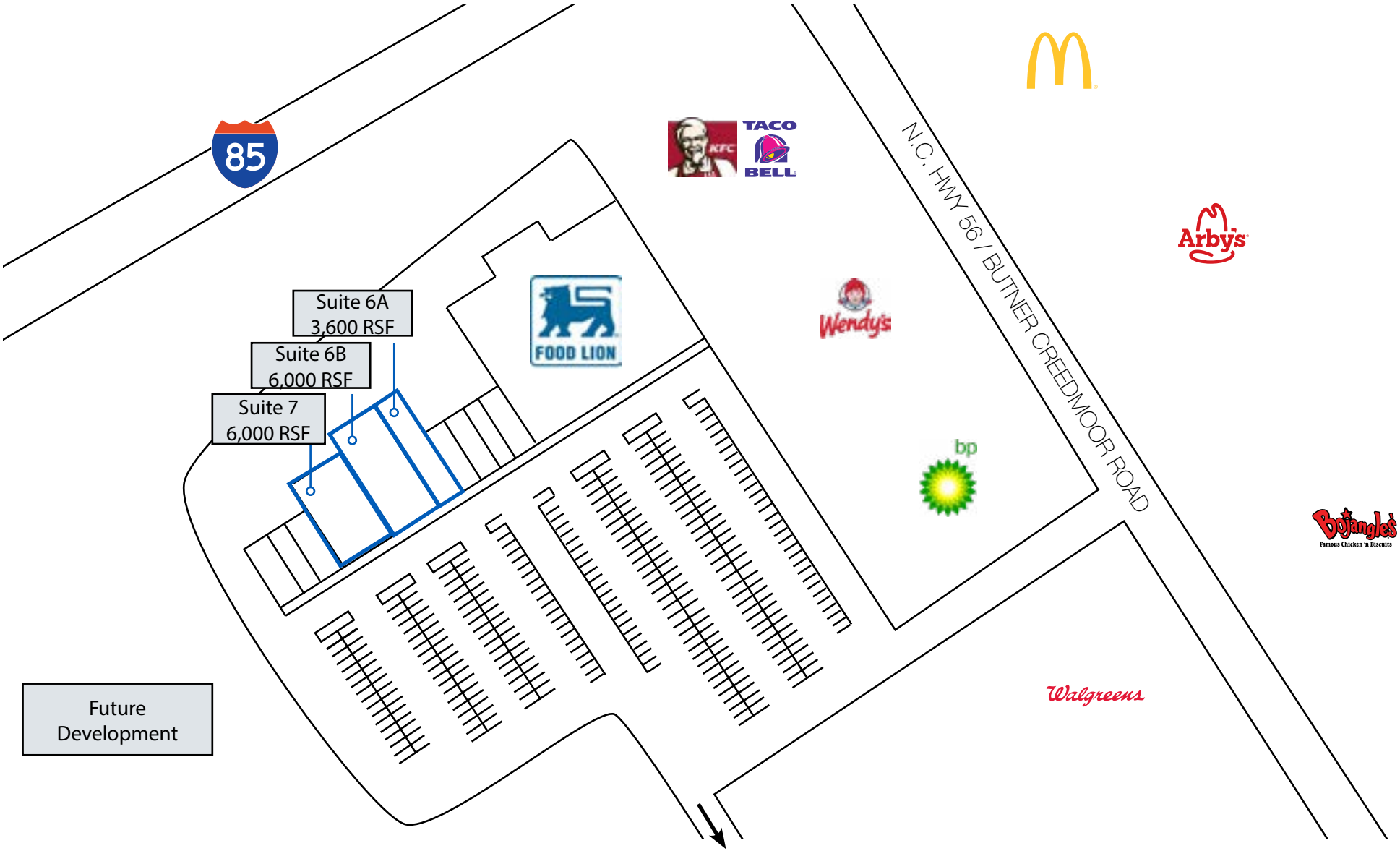
LEASING CONTACT
JOAQUIN CANALS I 919.714.7124 I jcanals@naicarolantic.com

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SITE PLAN

2531 E. Lyon Station Road, Creedmoor, North Carolina



LEASING CONTACT

JOAQUIN CANALS I 919.714.7124 I jcanals@naicarolantic.com

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All information provided herein is from sources deemed reliable. However, all information is subject to verification.
Tri Properties does not independently verify nor warrant the accuracy of the information.

5121 Kingdom Way, Ste 200
Raleigh, NC 27607
919.832.0594 I naicarolantic.com

AERIAL

2531 E. Lyon Station Road, Creedmoor, North Carolina



LEASING CONTACT

JOAQUIN CANALS I 919.714.7124 I jcanals@naicarolantic.com

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DEMOGRAPHICS

2531 E. Lyon Station Road, Creedmoor, North Carolina

KEY FACTS

23,910
Population

2.8
Average Household Size

39.1
Median Age

$59,120
Median Household Income

EDUCATION

15%
No High School Diploma

32%
High School Graduate

31%
Some College

22%
Bachelor's/Grad/Prof Degree

EMPLOYMENT

63%
White Collar

21%
Blue Collar

15%
Services

10.6%
Unemployment Rate

INCOME

$59,120
Median Household Income

$23,559
Per Capita Income

$97,537
Median Net Worth

BUSINESS

516
Total Businesses

8,525
Total Employees



LEASING CONTACT
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L E A S E

THIS LEASE is made this the _____ day of _____, 2021, (the "Effective Date") by and between :

Landlord, JP-DV Ventures, LLC, Dutch SML, LLC, and Dutch PBL, LLC, as tenants in common

having a notice address of: 135 Parkside Close
Alpharetta, GA 30022

Phone: 770-751-6555 Fax: _____ Email: JPProperties@optonline.net

Tenant, Granville County, a body politic and corporate

having a notice address of: P.O. Box 906(mail);141 Williamsboro Street(delivery),Oxford,NC 27565

Phone: (919) 693-5240 Fax: _____ Email: Michael.felts@granvillecounty.com

Property Manager: JP Properties, Inc.

Phone: 770-751-6555 Fax: _____ Email: JPProperties@optonline.net

W I T N E S S E T H :

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

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

2. TERM.

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

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

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

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

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

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

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

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

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

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

7. RENT ADJUSTMENTS.

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

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

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

8. ADDITIONAL RENT.

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

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

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

8.3. *Monthly Estimated TICAM Payment.* Tenant shall pay to Landlord in advance with each monthly Minimum Rent payment, a sum equal to one-twelfth (1/12th) of the amount estimated by Landlord as Tenant's Pro Rata Share of TICAM Expenses for the Calendar Year in which such Minimum Rent payment is due. For the first Calendar Year the amount of Tenant's Prorata Share of the estimated monthly TICAM Expenses under this Lease shall be $ 0.19 per square foot of the Premises per month. Landlord shall have the right to make reasonable adjustments to the estimated TICAM Expenses from time to time, and Tenant's Monthly Estimated TCAM Payment shall be adjusted accordingly.

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

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

9. TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.

9.1. *"As Is" Condition.* Except for Punch List items described in Exhibit B, Tenant's occupancy of the Premises represents to the Landlord that Tenant has examined and inspected the same, finds them to be as represented by the Landlord, and satisfactory for Tenant's intended use; and evidences Tenant's acceptance of the Premises in all respects "AS IS" and "WHERE IS".

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

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

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cost of any repairs or replacements to any part of the Premises or Landlord's Property due to damages caused by Tenant or its employees, visitors, agents or contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1. *Landlord's Indemnity.* Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, Landlord shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done,

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permitted or suffered by Landlord in or about the Premises or the Building, (ii) any act or neglect of Landlord, or any officer, employee, contractor, or servant of Landlord; and (iii) any breach of any Landlord representation and warranty.. This indemnity shall not apply to any claim for property loss or damage by Tenant or its officers, agents, employees, contractors, or servants. Tenant's failure to obtain any insurance coverage required under the terms of this Lease shall void Landlord's indemnity obligation to the extent such insurance would have provided coverage for the claim.

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

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

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

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

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

13. ENVIRONMENTAL COMPLIANCE.

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

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

13.3. *Inspections by Landlord.* Landlord and its engineers, technicians, and consultants (collectively the "Auditors") may, from time to time as Landlord deems appropriate, conduct periodic tests and examinations ("Audits") of the Premises to confirm and monitor Tenant's compliance with this Section. Such Audits shall be conducted in such manner as to minimize the interference with Tenant's permitted activities on the Premises; however, in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant's compliance with this Section. Tenant shall fully cooperate with the Auditors in the conduct of such Audits. The cost of such Audits shall be paid by Landlord unless a Default has occurred under this Lease, or unless an Audit shall disclose a material failure of Tenant to comply with this Section, in either of which cases the cost of such Audit, and the cost of all subsequent Audits made during the Lease Term and within thirty (30) days thereafter (not to exceed two [2] such Audits in any consecutive twelve [12] month period), shall be paid for by Tenant within thirty (30) days of receipt by Tenant of invoices for such audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.1. *Indemnity.* Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future), claiming to have dealt with the indemnifying party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this Section shall survive the termination of this Lease.

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

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

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

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

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PRE-AUDIT CERTIFICATION

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

_____
Stephen M. McNally
Finance Director, County of Granville

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

LANDLORD: JP-DV VENTURES, LLC*

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

DUTCH SML, LLC*

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

DUTCH PBL, LLC*

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

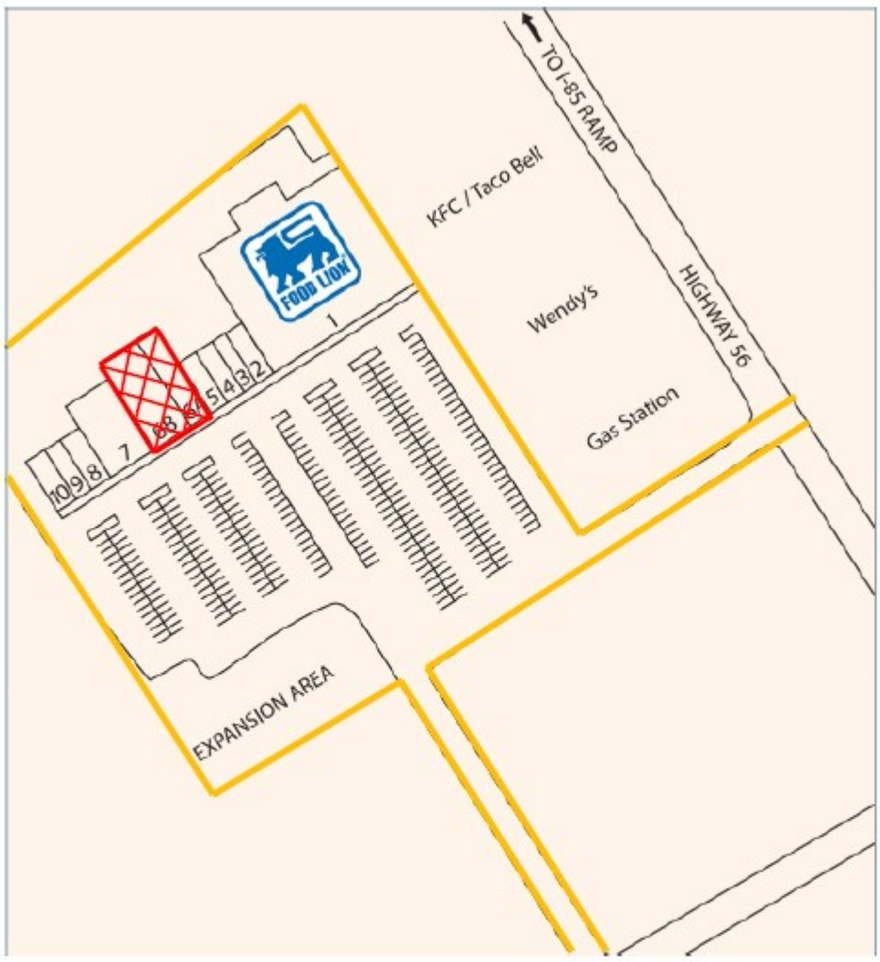
TENANT: GRANVILLE COUNTY

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

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

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Exhibit A



Landlord Property

Premises

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Exhibit B

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

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

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Exhibit C

Rules and Regulations

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

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

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

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

Trash and debris is not to be placed in any service corridor or any other common area. Trash left in service areas or behind buildings creates rodent and pest problems, constitutes a fire code violation and presents a safety hazard to other tenants, vendors and customers.

Upon discovery of any such hazard, Landlord may do the following:

1. Ask the tenant to remove and compact the trash immediately.
2. If no action is taken after a one-hour grace period, public safety will direct cleanup by the housekeeping staff and the Tenant will be billed $50.00 in cleanup and penalty charges.
3. A letter citing the violation and explaining the lease policy will be sent to the Tenant's notice address with a copy to the store manager.
4. If subsequent violations occur, public safety will automatically initiate cleanup by the housekeeping staff and the Tenant will be billed $50.00 in cleanup and penalty charges.

PROHIBITED ACTIVITIES: Tenant shall not (i) use strobe or flashing lights in or on the Premises or Landlord Parcel, or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, or other stickers or decals, balloons or such other articles in the Premises (or other areas of the Landlord Parcel), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Landlord Parcel or elsewhere, (v) bring or permit any bicycle or other vehicle, or dog (except in the company of a blind party) or other animal, fish or bird in the Landlord Parcel, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment servicing the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Landlord Parcel, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Landlord Parcel, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), or (x) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other tenant at the Landlord Parcel or the occupants of neighboring property.

TEMPERATURE: If the Premises are equipped with heating facilities separate from those in the remainder of the Landlord Parcel, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

PLUMBING EQUIPMENT: The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

PEST CONTROL: Tenant shall use at Tenant's cost, a qualified pest extermination contractor whose services shall be scheduled so as not to reasonably interfere with the operation of the Landlord Parcel. Tenant shall provide Landlord with evidence of compliance with this provision within five (5) days after Landlord's written request.

HAZARDOUS SUBSTANCES: No portion of the Landlord Parcel shall be used for the use, disposal or storage of hazardous substances or waste of any kind or nature.

SIGNS AND DISPLAY WINDOWS: Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's storefront. Within the Premises, Tenant shall not (i)

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install any sign that advertises any product, (ii) install any sign within 24 inches of any window, or (iii) install any sign that is visible from outside the Premises or that is illuminated without Landlord's prior written approval. If Landlord approves or requires illuminated signs, Tenant shall keep the same illuminated each day of the Term during the hours designated by Landlord from time to time. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Landlord Parcel and shall comply with the sign criteria attached as ***Exhibit D*** to the Lease or otherwise developed by Landlord from time to time. After the initial installation of Tenant's storefront sign as approved in writing by Landlord in accordance with these provisions, Landlord reserves the right to require from time to time that Tenant change or replace such sign in order to comply with any new sign criteria developed by Landlord, at Landlord's expense. For purposes hereof, the term "sign" shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that Tenant's storefront sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

DISPLAY OF MERCHANDISE: Tenant shall not place or maintain any permanent or temporary fixture or item or display any merchandise: (i) outside the Premises, or (ii) anywhere inside the Premises within six (6) feet of any entrance to the Premises (except that for any recessed entry of the Premises, Tenant shall not so place or maintain fixtures within three (3) feet of such entrance). All displays of merchandise shall be tasteful and professional.

ROOF, AWNINGS AND PROJECTIONS: Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common areas of the Landlord Parcel. Tenant may install and have access to rooftop HVAC equipment only to the extent approved or required by Landlord from time to time in connection with Tenant's obligations under the Lease.

OVERLOADING FLOORS: Tenant shall not overload any floor or part thereof in the Premises or Landlord Parcel including any public corridors therein, and Landlord may direct and control the location of safes, vaults and all other heavy articles and require supplementary supports of such material and dimensions as Landlord may deem necessary to properly distribute the weight at Tenant's expense (including expenses for structural review and engineering).

UNATTENDED PREMISES: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes). This provision shall not imply that Tenant may leave the Premises unattended in violation of the operating requirements set forth elsewhere in this Lease.

FOOD, BEVERAGES, GAME AND VENDING MACHINES: Except to the extent expressly permitted under this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game machine, or any coin or token operating vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, and amusement devises; provided, however, that Tenant may install vending machines for the sale of non-alcoholic beverages, food, and candy in an area not visible from the sales area or exterior of the Premises for the exclusive use of Tenant's employees.

LABOR RELATIONS: Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Landlord Parcel. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or the Landlord Parcel, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.

LANDLORD'S TRADENAME AND TRADEMARKS: No symbol, name, mark or insignia adopted by Landlord for the Landlord Parcel or picture or likeness of the Landlord Parcel shall be used by Tenant without the prior written consent of Landlord.

RESPONSIBILITY FOR COMPLIANCE: Tenant shall be responsible for ensuring compliance with these Rules and Regulations, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

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Exhibit D

Sign Criteria

The signage criteria have been designed with the overall retail concept of the Dutch Village Shopping Center. The Landlord has paid great attention to sign scale in relation to the buildings, readability and visibility at a distance.

Each tenant should familiarize him/herself with the requirements of storefront signage as well as the special characteristics of the space in which the store is located. The criteria is intended to encourage freedom of individual expression of design and to set forth a common point of departure for the benefit of all tenants.

Tenants will not erect any signs except in conformity with the following policy:

A. All signs on the facade area of the building will be of the internally lighted individual type. No box signs will be permitted.

B. Sign placement is limited to designated signband graphic areas only. Length of sign is limited to 70% of the available sign band above and within the store front length.

C. All letters must be fabricated out of aluminum with minimum thickness of .040" for the returns and backs. Exterior surfaces of the letters are to match the sign face color with a white baked-enamel finish on the interior for maximum illumination. Letters to have 3/16" thick acrylic faces with 1" deep trimcap returns which match the color of the sign face.

D. Letters with exposed neon tubing or exposed lamps, and flashing, blinking, animated or audible signs will not be permitted.

E. For sign bands 4'x5' high: the size of all letters shall be limited to maximum height of 24" cap height for standard letters and 36" for special capital letters, swashes and unique letterforms. Signs shall not project beyond the graphic area. Baseline for letters shall be 18" above bottom of graphic area. Special letterform bottom shall be held at 6" above bottom of sign band and 6" down from the top of sign band.

F. For sign bands 5'x7' high: the size of all letters shall be limited to maximum height of 30" cap height for standard letters and 36" for special capital letters, swashes and unique letterforms. Signs shall not project beyond the graphic area.

G. Tenants with sign bands over 7' shall be allowed letter heights of 5' on an individual basis and at the discretion of the Landlord.

H. No exposed neon tubing, raceways or transformer boxes will be permitted.

I. Except as otherwise approved in writing by the Landlord, only one sign per tenant will be permitted.

J. Letters must be lighted with neon tubing entirely concealed within the depth of the letter. Letters to be illuminated with one to two rows of neon tubing as necessary, as determined by the stroke width and height of the letter. All letters must comply with all u.l. codes and local building and electrical codes. Appropriate permits from Butner and/or Granville County, North Carolina, must be obtained and paid for by the sign contractor. Letters to be manufactured and installed according to the national electrical code, and sign contractor to furnish the Landlord with a certificate of approval from the middle department inspection agency for each sign manufactured and installed.

K. Any new holes made in Dryvit or sign band surface must be fully caulked and scaled to prevent water damage.

L. Sign company names or stickers shall be concealed unless specified by local codes.

M. A complete set of sign drawings must be submitted to the Landlord and approved by architect before fabrication. Tenant's sign drawings must include the following:
   1. Elevation view of store front showing sign (drawn to 1/2" scale) with dimensions of height of letters and length of sign.
   2. Color sample of sign letters (unless white).

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3. Cross-section view through sign letter showing the dimensioned projection of the face of the letter from the face of the building.

N. Each sign shall only contain the name and logotype of tenant. If no tenant logotype letter style exists, tenants are to use helvetica bold letter style or times bold letter style for maximum readability. Letters can be all upper case or upper and lower case depending upon the sign panel. Secondary copy describing services or products shall not appear on the sign face.

O. Landlord reserves the right of approval of all signs.

P. Signs should be guaranteed for one (1) year against any workmanship/material defects.

Q. Certification of insurance and workman's compensation must be filed with JP Properties in a minimum amount of $1,000,000.00.

R. Final approval to be withheld until Landlord's inspection for compliance and acceptance of construction and installation.

S. Painted or printed signs on the exterior surface of any building shall be prohibited, except small-scale signs relative to store name and store hours which are neatly screened in white ink on the glass of the store front but subject to Landlord's approval.

T. Public safety decals or artwork on glass in minimum size to comply with applicable code, subject to the approval of the Landlord, may be used, as required by building codes or other governmental regulations.

U. Paper signs, stickers, banners, or flags are prohibited.

Main Pylon Tenant Panel Criteria:

Pylon tenant panels, when applicable are required to be approved by Landlord prior to installation. All tenant panels are required to have a white background.

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Granville County

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

To: Board of Commissioners
From: Tonya Burnette
Department: Board of Elections
Date: April 28, 2021

Title: **Consider Contracting with Apple Rock for Board of Elections**

PURPOSE:
To consider contracting with Apple Rock to deliver, install, dismantle, and pickup/return floor decals, stanchions, and acrylic barriers to storage.

BACKGROUND:
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. We 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. 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's Note: The County does not have sufficient staff in place to handle this work and therefore contracting for the service is required.)

FUNDING:
There is uncertainty if any additional grants will be received by counties. If the municipal election is held in November of this year, the municipalities share the cost of the municipal election, so the

County would be reimbursed for the costs. If the municipal election is moved to next year, funding is not likely.

RECOMMENDATION:

The Board of Elections has unanimously approved for the Director to request consideration of contracting with Apple Rock to purchase supplies, deliver, install, dismantle, and pickup/return floor decals, stanchions, voting surround enclosures, and acrylic barriers to storage. The Elections Director and County Manager recommend approval.

ATTACHMENTS:

Production Estimate from Apple Rock

ACTION TAKEN:

Production Estimate

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Company:	Granville County Board of Elections	**Job #**	202181794
Primary Contact:	Tonya Burnette	**Quote Date:**	04/21/2021
Address:	208 Wall St	**Primary Contact Phone:**	919-693-2515
	Oxford NC 27565		

Apple Rock Advertising & Promotions, Inc. ("Apple Rock Displays") proposes to provide the following exhibit service to Granville County Board of Elections for Nov '21 Elections based on the terms set forth herein (the "Estimate").

The scope of this project is as defined in this 'Estimate', any change of scope will result in additional charges.

Quantity	Description	Unit Price	Subtotal	Sales Tax	Total Price
1	Granville BOE is responsible for ensuring that allocated space is free and clear of all items such that Apple Rock may install floor decals, stanchions, voting surround enclosures, and client owned acrylic barriers per the approved layout for this location. Granville BOE is responsible for providing all electrical needs and setting up all tables, voting machines, voting booths, and any other client owned items required by the state and each precinct.				**0.00**
1	BUTNER PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.000	1,230.00	83.03	**1,313.03**
1	(21) Circle Floor Graphics (Installation Included) (8) Arrow Floor Graphics (Installation Included)	399.000	399.00	26.93	**425.93**
1	CREDLE PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.000	1,230.00	83.03	**1,313.03**

Subtotal	**Total Amount**
2,859.00	

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Quantity	Description	Unit Price	Subtotal	Sales Tax	Total Price
1	(18) Circle Floor Graphics (Installation Included) (6) Arrow Floor Graphics (Installation Included)	350.00	350.00	23.63	**373.63**
1	CREEDMOOR PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(20) Circle Floor Graphics (Installation Included) (7) Arrow Floor Graphics (Installation Included)	378.00	378.00	25.52	**403.52**
1	EAST OXFORD PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(13) Circle Floor Graphics (Installation Included) (6) Arrow Floor Graphics (Installation Included)	178.00	178.00	12.02	**190.02**
1	MT ENERGY PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(16) Circle Floor Graphics (Installation Included) (7) Arrow Floor Graphics (Installation Included)	349.10	349.10	23.56	**372.66**
1	SASSAFRAS FORK PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(12) Circle Floor Graphics (Installation Included) (5) Arrow Floor Graphics (Installation Included)	293.00	293.00	19.78	**312.78**
1	SOUTH OXFORD PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**

Production Estimate

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Quantity	Description	Unit Price	Subtotal	Sales Tax	Total Price
1	(12) Circle Floor Graphics (Installation Included) (4) Arrow Floor Graphics (Installation Included)	279.00	279.00	18.83	**297.83**
1	TALLY HO PRECINCT				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(19) Circle Floor Graphics (Installation Included) (9) Arrow Floor Graphics (Installation Included)	399.00	399.00	26.93	**425.93**
1	ONE STOP - OXFORD PUBLIC WORKS				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(11) Circle Floor Graphics (Installation Included) (4) Arrow Floor Graphics (Installation Included)	272.00	272.00	18.36	**290.36**
1	ONE STOP - SOUTH BRANCH LIBRARY				**0.00**
1	Delivery, Install, Dismantle and Pickup/Return to Client Storage	1,230.00	1,230.00	83.03	**1,313.03**
1	(21) Circle Floor Graphics (Installation Included) (8) Arrow Floor Graphics (Installation Included)	407.00	407.00	27.47	**434.47**

Total Quantity:	Subtotal	Sales Tax Total	Total Amount
31	**$ 15,604.10**	**$ 1,053.33**	**16,657.43**

Production Estimate

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Deposit Required:	9,994.46	**Show Dates or Rental Period:**	
Balance Amount & Due Date:	6,662.97 / 10/08/21	**Estimated Install Date:**	November 2021

Terms: 60% Prpd 40% before shipment

Estimated Delivery date is: **TBD**

In order to meet the above delivery date your signed estimate and non-refundable deposit/payment is due to Apple Rock Displays By: **4/30/21**

Purchase and rental materials are 100% refundable up to 90 days before the show. If a show is cancelled by Show Management or the General Contractor. Post production services may be eligible for full or partial credit if costs incurred are less than the deposit.

In order to meet the above delivery date your artwork is due to Apple Rock Displays by Artwork Date. Apple Rock shall be authorized to bill for and collect the remaining balance due under this Estimate on the Estimated Delivery Date

ART CHARGES

Art Review/File Set-up (required on all graphic projects): $125

Art/Design Time: $125.hour

Proofs: $75/Lambda or Fabric Dye Sub Proof

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TERMS

Apple Rock Displays requires a sixty (60%) percent non-refundable deposit at the time of the signed estimate to begin production, and forty (40%) percent prior to the earlier of (a) ship or pickup date or (b) the Artwork Due Date if Apple Rock has not received from Granville County Board of Elections all art work on or before such Artwork Due Date as specified on the first page of this Estimate. Orders less than $2,500.00 or with a 10 business day or less lead time must be paid in full upon estimate approval. All Rentals must be paid in full before they are shipped out or picked up. To accept this Estimate, please sign below. These prices are only valid for (30) days from date listed above. We accept Visa, MasterCard, and American Express.

****ALL DISPLAYS OVER $2,500 QUALIFY FOR OUR LEASE OPTION. PLEASE ASK FOR ADDITIONAL INFORMATION. ****

GRAPHICS:

The above estimate is based on receiving production ready artwork; all artwork undergoes an art review to verify correct specifications and are subject to art time charges. Additional art and/or design time will require an estimate approval for the additional art time used.

_____ Full Color Lab Proof. Produced at our lab. You can check layout positioning and type for corrections.

FREIGHT:

Estimates are subject to change based on carrier capacity and fuel prices. Estimates may be re-estimated 48 hours prior to shipping and costs are subject to change. Additional items will need to be estimated separately.

PRODUCTION TIME:

Standard production time required is four (4) – six (6) weeks for a 10'x10' or 10'x20' display and six (6) – eight (8) weeks for larger displays from the date Apple Rock receives a sign estimate and sixty (60) percent deposit. Orders less than $2,500.00 with a 10 business day or less lead time must be paid in full upon estimate approval. By signing this estimate you are accepting the terms and delivery date as specified above. If Apple Rock does not receive artwork on or before the date specified above. If Apple Rock does not receive artwork on or before the date specified above the terms of this contract and delivery date are subject to change according to the current production schedule.

MARKETING RELEASE:

Apple Rock reserves the right to use product renderings or photos for Marketing purposes; including but not limited to Apple Rock's website, newsletters, print materials, advertisements and other client presentations. If you do not wish to give us permission, please initial here to OPT-OUT of the marketing release _____ .

TERMS AND CONDITIONS

The terms and conditions of Apple Rock Displays attached hereto are incorporated herein by reference and shall be a part of this Estimate as if the same were fully set forth herein.

Thank you for the opportunity to present this estimate for your consideration. Please sign and return via email to

Apple Rock Advertising & Promotions, Inc.	**Granville County Board of Elections**
Cheryl Evans	**Tonya Burnette**
	Date Signed: _____

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APPLE ROCK ADVERTISING & PROMOTION, INC. - TERMS AND CONDITIONS

The sale of all services and products provided by Apple Rock is expressly conditioned upon the terms and conditions set forth herein. Any invoice, acknowledgment or other form used or provided by Customer is intended only for Customer's convenience or record-keeping purposes and no provisions contained therein shall add to, amend, replace or modify these terms and conditions ("Terms and Conditions"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to such terms in the Apple Rock estimate, proposal, rental agreement, show management agreement, or storage agreement that accompany these Terms and Conditions (such estimate, proposal or agreement together with the Terms and Conditions are herein referred to as the "Agreement").

Payment Terms. All late payments hereunder shall bear interest on the unpaid portion in the amount of one and one-half percent (1.5%) per month, until paid. If any action is taken by Apple Rock to collect any amount due hereunder, whether through a collection agency, attorney or otherwise, Customer shall pay all costs including court costs and reasonable attorney fees incurred by Apple Rock. If any payment due Apple Rock is not paid within fifteen (15) days of the due date, Customer shall pay a late charge of four percent (4%) of the amount of payment that is due.

Warranties/Disclaimers. Apple Rock warrants only that any services performed by Apple Rock shall be performed using that degree of skill and care ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as where provided by Apple Rock. Except as otherwise may be provided in a written warranty delivered by Apple Rock to Customer, Apple Rock warrants only that any goods supplied by Apple Rock under this Agreement shall conform to the descriptions stated therein, that Apple Rock will convey good title thereto and that the goods will be delivered free from any security interest, except as provided herein. THERE ARE NO WARRANTIES OF MERCHANTABILITY NOR OF FITNESS OF SAID GOODS FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESSED OR IMPLIED EXCEPT AS HEREINABOVE SET FORTH OR AS MAY BE SET FORTH IN A WRITTEN WARRANTY DELIVERED BY APPLE ROCK TO CUSTOMER. APPLE ROCK'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF OR CONNECTED WITH THE AGREEMENT IS EXPRESSLY LIMITED TO REPLACEMENT BY APPLE ROCK OF NONCONFORMING GOODS, F.O.B. APPLE ROCK'S PLACE OF BUSINESS, A REFUND OF THE PRICE PAID FOR ANY NONCONFORMING GOODS OR SERVICES, OR AT APPLE ROCK'S OPTION, PAYMENT NOT TO EXCEED THE AMOUNT RECEIVED BY APPLE ROCK FROM CUSTOMER UNDER THIS AGREEMENT DURING THE THIRTY (30) DAYS PRIOR TO SUCH BREACH OF WARRANTY. APPLE ROCK SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Intellectual Property. By submitting a design to Apple Rock, Customer warrants and represents that Customer is the sole legal owner or licensee of all rights, including copyright, to each copyright, trademark, service mark, trade name, logo, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property included in such design (collectively, the "Intellectual Property"). Furthermore, Customer licenses Apple Rock the right to use such Intellectual Property in connection with the services and products provided by Apple Rock hereunder.

Intellectual Property Indemnification. (a) Customer agrees to defend, indemnify and hold harmless, at Customer's sole expense, with respect to any claim, suit, or proceeding brought against Apple Rock which relates to, or is based upon, a claim that any portion of the design submitted by or on behalf of Customer infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party, provided that Apple Rock gives Customer written notice of any such claim and provides Customer such reasonable cooperation and assistance as Customer may require in the defense thereof . Customer shall pay all damages, costs, and expenses required by Apple Rock pursuant to such claim, suit or proceeding, (including, but not limited to, reasonable attorneys' fees and costs) associated with any such claim, suit, or proceeding ,(b) Apple Rock agrees to defend, indemnify and hold harmless, at Apple Rock's sole expense, with respect to any claim, suit, or proceeding brought against Customer which relates to, or is based upon, a claim that any portion of the design submitted by or on behalf of Apple Rock infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party, provided that Customer gives Apple Rock written notice of any such claim and provides Apple Rock such reasonable cooperation and assistance as Apple Rock may require in the defense thereof . Apple Rock shall pay all damages, costs, and expenses required by Customer pursuant to such claim, suit or proceeding, (including, but not limited to, reasonable attorneys' fees and costs) associated with any such claim, suit, or proceeding.

(Continued on Next Page)

Customer Initial)

NPGBO1:765594.6

10/31/13

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APPLE ROCK ADVERTISING & PROMOTION, INC. - TERMS AND CONDITIONS

Indemnification by Customer. Customer shall indemnify, defend and save Apple Rock harmless from any and all loss, costs and expenses arising out of bodily injury (including death), and damage or loss of property caused or arising from (i) the negligent or willful act or omission of Customer or Customer's agent (other than Apple Rock) or (ii) Customer's breach of this Agreement.

Payment Terms. Apple Rock shall not be responsible or liable for any delay or failure in performance of any part of this Agreement to the Conditions (such estimate, proposal or agreement together with the Terms and Conditions are herein referred to as the "Agreement").

Force Majeure. All late payments hereunder shall bear interest on the unpaid portion in the amount of one and one-half percent (1.5%) extent that such delay or failure is caused by fire, flood, accident, explosion, war, strike, embargo, governmental requirement, civil or military authority, extreme weather conditions, acts of God or third parties, act or omission of carriers, an inability arising from causes beyond Apple Rock's reasonable control to obtain necessary materials, components, labor, services or facilities, or other causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, this Agreement will not be terminated and the date of performance will be extended for a period of time equal to the period of delay.

Taxes. The Customer shall pay all taxes based on or in any way measured by this Agreement, including any personal property taxes but excluding taxes based on Apple Rock's net income.

Liens. As security for payment of any sum due under the terms of this Agreement, Customer hereby grants to Apple Rock a lien on and security interest in all display materials and other goods purchased from Apple Rock and all other Customer property in the possession of Apple Rock (the "Collateral").

Remedies Upon Default. In the event Customer fails to pay to Apple Rock the amount due under this Agreement, Apple Rock shall have the following rights and remedies, in addition to all other rights and remedies provided by law or at equity:

(A) Sell the Collateral in one or more lots and from time to time, upon twenty (20) days prior written notice to Customer of the time and place of sale, for cash or upon credit or for future delivery, either: (i) at a public sale or sales or (ii) at a private sale or sales. Apple Rock may bid for and acquire the Collateral or any portion thereof at any public sale, and in lieu of paying cash therefor, may make settlement for the selling price of the Collateral or part thereof by crediting to the amount due, the net selling price of the Collateral,

(B) To exercise all rights of a secured party under the Uniform Commercial Code and all other applicable laws.

After deducting all its reasonable costs and expenses in connection with the sale of the Collateral, Apple Rock shall apply the residue of the proceeds of any sale or sales of the Collateral to the amount due and the Customer shall continue to be liable for any deficiency.

Quotations/Estimates. Any quotation or estimate not accepted within 30 days may be changed by Apple Rock.

Risk of Loss: Except as otherwise provided herein, all goods sold hereunder are sold "F.O.B. Origin" and risk of loss or damage of goods passes to Buyer when they are delivered to the carrier. Customer agrees to provide at its expense property insurance for the Display Materials and other property acquired from, leased by or stored with Apple Rock, if any.

Assignment. Customer has no right to sell, transfer, or assign this Agreement without the prior written consent of Apple Rock.

Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. This Agreement shall inure to the benefit of and be binding upon Customer's permissible heirs, personal representatives, successors and assigns. Apple Rock and Customer hereby submit and consent to the exclusive personal jurisdiction and venue of the state and federal courts in Guilford County, North Carolina, with respect to any lawsuit related to or arising out of this Agreement. The parties hereto agree to waive to the fullest extent permitted by law, the defense of an inconvenient forum.

Leased Display Materials. All Display Materials being leased by Customer from Apple Rock shall be used by Customer in accordance with all applicable laws and ordinances. All Display Materials that may be rented to Customer by Apple Rock are being rented to the Customer "as is." APPLE ROCK MAKES NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF SAID LEASED GOODS FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESSED OR IMPLIED.

Customer Initial)

(Continued on Next Page)

APPLEROCK®

Trade Show Displays • Event Marketing • Branded Environments

Where Better Ideas Are Built®

APPLE ROCK ADVERTISING & PROMOTION, INC. - TERMS AND CONDITIONS

Waiver. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition in the future. No waiver of any breach of this Agreement shall be considered valid unless in writing The failure or delay of either party hereto in exercising any of its rights under this Agreement shall not constitute waiver of such rights.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties shall continue to be bound thereby.

Entire Agreement; Counterparts. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, oral or written, and may be amended only by a written agreement signed by the President or Vice President of Apple Rock. There are no representations, warranties, covenants, agreements or collateral undertakings, oral or otherwise, express or implied, affecting this Agreement except as expressly set forth herein. This Agreement may be executed in one or more counterparts, including by fax or other form of electronic transmission, each of which shall be deemed an original but together shall be deemed one complete document.

Statute of Limitations. Any and all proceedings relating to the subject matter hereof shall be instituted within one (1) year after a cause of action has accrued or such cause of action will be deemed waived. In the event of breach or default by Customer hereunder, Customer agrees to pay to Apple Rock reasonable attorneys' fees and such expenses as may be expended or incurred in the enforcement of any right or action with respect to a breach hereunder or any consultation in connection therewith.

Shipping. In the event Customer arranges or is responsible for arranging for shipping, Customer shall pay all demurrage charges and expenses of Apple Rock and third parties related to delays in shipping. In the event Customer arranges or is responsible for arranging for shipping, requests that Apple Rock use a shipping or freight company of Customer's choice or otherwise provides Apple Rock with a Customer related account number for FedEx or any other shipping company, Customer accepts all responsibility for the freight company selected and agrees that Apple Rock shall not be responsible or liable for any delays, losses or failures in delivery.

Customer Initial)

NPGBO1:765594.6

10/31/13

Granville County
Development Services

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

To: Board of Commissioners
From: Tracy Brown
Department: Development Services
Date: April 29, 2021

Title: **Law Enforcement & Detention Center CMR Contingency Reconciliation Final**

PURPOSE:

This request is to reconcile the Construction Manager at Risk Contingency with funds available from the Owner's Contingency.

BACKGROUND:

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.

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.

FUNDING:

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

RECOMMENDATION:

The Development Services Director recommends approving the final Contract Change Order #4 for $37,855.00.

ATTACHMENTS:

Change Order Request Log
Bordeaux Construction CMR Log
Change Order Request #57
Change Order Request #59

ACTION TAKEN:

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
RCO #1	Additional Clearing	$ 35,061.00		$ 35,061.00		Area not indicated along New Commerce R/W
RCO#2	Scope Gap	$ 87,375.00		$ 87,375.00		Bid descripency; Prefab Steel Cells and Polished Concrete
RCO #3	Time Extension					
RCO#4	Site Allowance	$ 113,620.00			$ 113,620.00	Unsuitable Soils
RCO#5	AS Signage & NCDOT Bond Allowance Reconciled	$ (27,924.00)				
	NCDOT Permit Bond			$ (233.00)		
	Animal Shelter Signage			$ (24,767.00)		
RCO#6	Added Floor Slab; Door; Coiling Shutter and Permit Overage	$ 9,412.00				
	Temporary Stone for office trailer				$ 5,100.00	
	Added Floor Slab/Door-FC001			$ 3,710.00		Arch Field Clarification
	Added Coiling Door			$ 1,850.00		Arch Field Clarification
	Building Permit Overage			$ 3,852.00		Scope Gap
RCO#7	Additional Clearing	$ 49,162.00		$ 49,162.00		Area not indicated in rear needed for excess unsuitable soil disposal
RCO#8	Smoke Compartment Changes and Pipe Casing	$ 7,463.00				
	Smoke Partition Revisions-FC006			$ 4,393.00		Arch Field Clarification
	Water & Sewer Road Casing per Oxford			$ 3,070.00		City of Oxford Utilities
RCO#9	Security Scope Changes	$ 41,248.00				
	Security Electronics - FC007			$ 8,469.00		Arch Field Clarification
	Security HM Revisons - FC009			$ 24,719.00		Arch Field Clarification
	Custom HM Frame - FC012			$ 711.00		Arch Field Clarification
	Knox Boxes			$ 852.00		Scope Gap
	Warehouse data and Added Door		$ 4,855.00			Sheriff added item for computer needs and egress convience
	Firstopping - FC006			$ 1,642.00		Arch Field Clarification
RCO#10	Food Service Electrical and Electrify Pasture Fence	$ 4,930.00				
	Added Pasture Elect				$ 2,171.00	
	Food Service Revisions-FC018			$ 2,759.00		Arch Field Clarification
RCO#11	Trap Primers	$ 11,159.00				
	Deleted by VE		$ 11,159.00			Owner added back due to maintenance concerns
RCO#12	Stair Treads and Mezz Plate HDG	$ 13,446.00				
	Replace painted steel		$ 13,446.00			Owner Requested
RCO#13	Paint Upgrade	$ 11,063.00				
	Replace metal laytex		$ 11,063.00			Owner Requested
RCO#14	Security Gate Change	$ (16,500.00)				
	Downgrade where not required			$ (16,500.00)		
COR#15	Site Allowance	$ 67,002.00			$ 67,002.00	Unsuitable Soils

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
COR#16	Site Allowance	$ 46,448.00			$ 46,448.00	Unsuitable Soils
COR#17	Add Site Conduit	$ 20,669.00				
	Added site conduit - FC021		$ 20,669.00			Owner Requested
COR#18	AS Panels; Lockers; Kitchen Hood; Trench Drain	$ 3,178.00				
	Added Acoustical Wall Panels in Animal Shelter - FC26			$ (1,540.00)		Arch Field Clarification
	Owner Added Additional lockers in 911 breakroom		$ 2,662.00			Owner Requested
	Kitchen Hood Stand off changes			$ 955.00		Arch Field Clarification
	Owner added trench drain extensions in Animal Shelter		$ 1,101.00			Owner Requested
COR#19	Binder at Building	$ 3,834.00				
	Weather protection of interiors			$ 3,834.00		
COR#20	PCO42, Canopy Brackets, Steel Straps Column Anchors, Spary Foam Stops at Windows, Backhoe Rental, Remake Precast Sills	$ 40,670.00				
	Brackets for Canopy			$ 10,493.00		Arch Field Change
	Column straps for Masonry walls			$ 1,870.00		Arch Field Change
	Spray stop angles for foam insulation			$ 2,235.00		Scope gap
	Backhoe rental			$ 22,203.00		Scope gap
	remake precast sills on exterior walls			$ 3,869.00		Arch Field Change
COR#21	FC15,25,27,28,34,36 & hosebibb at wharehouse and handholds for PCO27	$ 87,960.00				
	Window at Magistrate area - FC015			$ 18,061.00		Arch Field Change
	Flooring change Vestibules AA01&AB01-FC27			$ 2,999.00		Arch Field Change
	Paint exposed ceilings			$ 12,084.00		Arch Field Change
	Kitchen changes - FC036			$ 17,652.00		Arch Field Change
	Roof drain revisions-FC034			$ 22,526.00		Arch Field Change
	Added Hose Bibbs at Warehouse		$ 2,006.00			Sheriff added hose bibbs for inside
	Grease Trap Revision to add alarm			$ 3,786.00		Arch Field Change
	Power changes in AS-FC025			$ 728.00		Arch Field Change
	Handholes left out of PCO27			$ 8,118.00		Arch Field Change
COR#22	Site Work Subcontractor Allowance Credit	$ (70,970.50)			$ (70,970.50)	
	Sitework			$ (37,470.50)		
	Concrete			$ (2,000.00)		
	Plumbing			$ (8,500.00)		
	Electrical			$ (23,000.00)		
COR#23	Warehouse Coiling Doors	$ 12,665.00				Arch Field Change
	Replace incorrect doors			$ 12,665.00		
COR#24	Site Allowance	$ 4,038.45			$ 4,038.45	Unsuitable Soils

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
COR#25	Keying Changes, Security, Transformer, Sallyport, AC Plumbing	$ 17,342.00				
	Revision of transformer location - FC035			$ 5,360.00		Arch Field Change
	Security electronics revisions-FC032			$ 2,901.00		Arch Field Change
	Sally Port revisions-FC038			$ 1,031.00		Arch Field Change
	Keying Changes/Control access-FC029		$ 3,147.00			Owner added card readers and lock system for Magistrates Area
	Animal Control plumbing and site elevation changes			$ 4,903.00		Arch Field Change
COR#26	Booking Shower Finishes, Pelco Camera VE, Roof Drainage Issues, install owner provided furnishings	$ 3,451.00				
	Vending Machine power-FC042			$ 4,053.00		Arch Field Change
	Finish schedule changes and shower clarification			$ 9,078.00		Arch Field Change
	Pelco camera credit			$ (50,000.00)		
	Power and data for added TVs		$ 8,241.00			Owner added for conference and training room TVs
	Animal Shelter roof drainage extra work			$ 2,604.00		Arch Field Change
	Installation of owner provided correctional furnishings		$ 27,139.00			Owner Requested
	Outlets for staff toilets-FC46R			$ 2,336.00		Arch Field Change
COR#27	Marker Brd/power, Sand Backfill, Vapor barrier roof parapet, Casework revisions	$ 6,877.00				
	Added marker board and power for projector TV-FC041			$ 1,977.00		Arch Field Change
	Sand import for foundation/piping backfill			$ 16,271.00		Arch Field Change
	Credit for shop fabricated coping			$ (14,625.00)		Arch Field Change
	Casework revisions-FC045			$ 3,254.00		Arch Field Change
COR#28	Delete Video Arraignment	$ (54,000.00)		$ (54,000.00)		
COR#29	Chase Caps, Roof hatch, Precast	$ 22,530.00				
	Breakmetal for chases			$ 5,226.00		Arch Field Change
	P-traps for Steelcells			$ 3,525.00		Arch Field Change
	Roof hatch for high roof access		$ 7,470.00			Owner added for safety needs
	Remake precast bands at exterior walls			$ 3,909.00		Arch Field Change
	Added blueskin transitions to dayroom frames			$ 2,400.00		Arch Field Change
COR#30	BR exhaust fan, furniture coordination-services, steel	$ 40,970.00				
	Breathalyer room exhaust and casework			$ 10,072.00		Arch Field Change
	Furniture coordination-FC047			$ 11,233.00		Arch Field Change
	Sally port steel-FC050			$ 8,959.00		Arch Field Change
	Delete smoke detectors and add bulkheads-FC048			$ 10,277.00		Arch Field Change
	Add Distress Buttons			$ 429.00		Arch Field Change

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
COR#31	Outlets in Control Rm, Paint in Cell Chases, PVC Storm Drains, Slab Edge Treatment, Window BC20K, Tapered Insulation on Roof, CFSF Mezz Skid Plt, Light/Sprinkler Rm AA70, Remake Precast	$ (3,099.00)				
	Credit outlets in Control Room			$ (683.00)		Arch Field Change
	Replace concrete slab edge at dayrooms			$ 4,628.00		Arch Field Change
	Credit for paint in chases			$ (6,047.00)		Arch Field Change
	Delete window in BC20k			$ 1,345.00		Arch Field Change
	Add taper insulation for storage room roofs			$ 2,592.00		Arch Field Change
	Add CFSF for mezzanine skid plates			$ 2,105.00		Arch Field Change
	Add light and sprinkler Room AA70			$ 2,923.00		Arch Field Change
	Credit for PVC storm piping in lieu of Cast			$ (14,664.00)		Arch Field Change
	Remake precast at exterior walls			$ 4,682.00		Arch Field Change
COR#32	BDA Allowance	$ 16,386.00			$ 16,386.00	
COR#33	AS Floor Finish upgrade	$ 54,972.00				
	Floor finish where indicated sealed concrete					
	Change Order #1		$ 54,972.00			
COR#34	Gas meter protection, sprayfoam, epoxy cove, toilet, roof curbs	$ 14,036.00				
	Bollards around gas meter			$ 6,720.00		Arch Field Change
	Sprayfoam scope change-FC009			$ 2,467.00		Arch Field Change
	Add epoxy floor base in housing shower area			$ 2,439.00		Arch Field Change
	AK07 Toilet			$ 1,460.00		Arch Field Change
	Relocate curbs for minisplits area A and C			$ 950.00		Arch Field Change
COR#35	condensing units to roof, welding needs, beam pockets, sales tax	$ 13,108.00				
	Misc Welding			$ 3,840.00		Arch Field Change
	Move condensor units to roof			$ 8,088.00		Arch Field Change
	Trim beam pockets at rec yards			$ 788.00		Arch Field Change
	Sales tax for break metal			$ 392.00		
COR#36	top of wall conditions, foodservice credit, metal for rec yards, ceiling change AS	$ 3,455.00				
	Drywall top for top of wall conditions			$ 10,262.00		Arch Field Change
	Food service credit			$ (9,648.00)		Arch Field Change
	Expand metal supports at rec yards			$ 1,073.00		Arch Field Change
	ACT ceiling change in Animal Shelter kennel rooms			$ 1,768.00		Arch Field Change
COR#37	Added SOD, Coiling Shutters, Leveling Floors, Video Visitation	$ 13,738.00				

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
	Added SOD around buildings			$ 1,855.00		Arch Field Change
	OH Coiling shutters AM04A and AM04B			$ 6,367.00		Arch Field Change
	Level and patch floor			$ 2,185.00		Arch Field Change
	Video visitation wall			$ 3,331.00		Arch Field Change
COR#38	911, server ceiling, MCA cabling, Paytel changes	$ 20,220.00				
	Access Floor revisons		$ 8,870.00			Owner Requested
	911 Server ceiling		$ 4,840.00			Owner Requested
	Paytel changes		$ 4,025.00			Owner Requested
	Tower cabling		$ 2,485.00			Owner Requested
COR#39	AS sound walls, security access doors, showers at Booking	$ 53,509.00				
	Seperation wall for Animal Shelter			$ 12,131.00		Arch Field Change
	Access Doors for Detention			$ 27,117.00		Arch Field Change
	HM05 Showers			$ 14,261.00		Arch Field Change
COR#40	Comm Tower Found, Added asphalt drive for AS	$ 34,120.00				
	Communication Tower Foundation		$ 22,810.00			Owner Requested
	Added Asphalt Drive for Animal Shelter		$ 11,310.00			Owner Requested
COR#41	Brick Allowance, lawn treatments, additonal seed/mulch, masonry patching	$ 23,476.00				
	Reconcile Brick allowance			$ 13,351.00		Scope Gap
	Pre-emergent for lawns			$ 175.00		Owner Approved
	Temp seeding/mulch for rear barrow area			$ 8,391.00		Arch Field Change
	Masonry Patch from exterior punchout			$ 1,559.00		Arch Field Change
COR#42	Booking shower, ATS @ AS, Added Hose Reel in Warehouse, Added Security Mirror	$ 16,568.00				
	HM05 shower work			$ 1,078.00		Arch Field Change
	ATS rework for Animal Shelter-FC058			$ 9,231.00		Arch Field Change
	Added Hose reel at warehouse-FC058		$ 4,951.00			Sheriff added for funtion of Warehouse
	Added mirrors not shown in design			$ 1,308.00		Arch Field Change
COR#43	Change Order #2 from Owner	$ (128,284.00)		$ (128,284.00)		
COR#44	Added Annuciator Panel, Floor Prep for 911, Added Asphalt at Warehouse, Added countertop in AM04, Signage and Labeling	$ 11,793.00				
	Added Annuciator Panel			$ 2,380.00		Arch Field Change
	911 Floor Prep			$ 2,139.00		Arch Field Change
	Added Asphalt at Warehouse		$ 5,089.00			Owner Requested
	Added countertop in AM04			$ 828.00		Arch Field Change
	Paint site signage and chase labeling			$ 1,357.00		Arch Field Change

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
COR#45	Steel Cell Night Light Change out, Masonry Patch at Intake Showers, Credit for NCDOL fine at boilers, Roof Drains	$ 5,873.00				
	Night light changeout in Steelcell			$ 4,050.00		Arch Field Change
	Masonry patch HM05 showers			$ 722.00		Arch Field Change
	NCDOL Boiler inspection			$ (200.00)		
	Roof Drainage change			$ 1,301.00		Arch Field Change
COR#46	Sally Port Concrete, Fence/gate at AS, Chainlink divider in Armory	$ 8,218.00				
	Armory divider CL fence/gate & lockset for gate		$ 1,000.00			Sheriff added to accommodate B50 evidence guns
	Added fencing and gate for Animal Control exercise area		$ 1,800.00			Animal Control added for exercise yard funtion and secuity
	Added concrete in Sally Port		$ 5,418.00			Owner added for maintenance of Sally Port - replaces grass
COR#47	Misc Electrical, Fiber Link to AS, Data cabling for 911, Added photo cells for exterior wall lights at AS,	$ 23,294.00				
	Provide camlock receptacles for ATSs		$ 2,554.00			Owner Requested
	Added shunt trip breakers		$ 1,423.00			Owner Requested
	Fiber link to Animal Shelter		$ 10,753.00			Owner added for date / communication convectivty reducing cost of additional service location
	Added data cabling for 911 consoles		$ 5,121.00			911 added for 911 Console layout
	Neutrals for exhaust fans not indicated on design			$ 2,121.00		Arch Field Change
	Add photo sensors to exterior lights at Animal Shelter			$ 444.00		Arch Field Change
	Add power to plumber flush box at Warehouse			$ 878.00		Arch Field Change
COR#48	Misc Electrical, Warehouse Feeder, Sally Port light relocation, wiring for warehouse gate	$ 25,472.00				
	Repair GFCI outlet conduit that was cut			$ 5,110.00		Unforseen Conditions
	New feeder for Warehouse less previous COR			$ 17,002.00		Unforseen Conditions
	Add data drop for BAS in HVAC room			$ 815.00		Arch Field Change
	Relocate Sally Port exterior light over door			$ 817.00		Arch Field Change
	Add circuit for site gate at Warehouse			$ 1,079.00		Arch Field Change
	Rewire freezer in Kitchen			$ 649.00		Arch Field Change
COR#49	Paytel Phone Outlet Covers, Replace Grease Interceptor Alarm, Paint Accent Walls	$ 7,317.00				
	Paytel phone outlet covers in inmate housing			$ 1,267.00		Arch Field Change
	Replace Grease Trap Interceptor Alarm			$ 1,832.00		Arch Field Change
	Paint Accent walls			$ 4,218.00		Arch Field Change

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
COR#50	Added Floor Finishes-LEC&Detention	$ 12,673.00				
	Added floor finishes where noted sealed concrete		$ 12,673.00			Owner added for maintenance needs
COR#51	Subcontract Allowance Reconciliation	$ (36,676.00)				
COR#52	Above					
	Sitework			$ (23,973.00)		
	Drywall			$ (1,938.00)		
	Identification Devices			$ (15.00)		
	Sprinkler			$ (7,000.00)		
	Electrical			$ (4,750.00)		
COR#53	Electrical Misc.	$ 40,819.00				
	Added Wifi access points		$ 5,120.00			IT added for building Wifi
	Tamperproof receptacles and 2 A1 light fixtures-FC066			$ 8,517.00		Arch Field Change
	Added Lighting at Evidence storage-FC68			$ 7,773.00		Arch Field Change
	911 Server room changes-FC067		$ 6,047.00			911 added to coordinate server room owner equipment rack and wiring
	Added data cabling in 911		$ 5,121.00			911 added to accommodate 911 equipment needs
	Extra electrical workorders			$ 8,241.00		Arch Field Change
COR#54	Caulking Sub default, Drywall Adds, Gate flume, Roof Hatch Rails,	$ 56,620.00				
	Supplement Caulking sub			$ 48,018.00		Scope gap
	Added soffit in Evidence storage			$ 2,273.00		Arch Field Change
	Rework gate flume and C&G			$ 2,828.00		Arch Field Change
	Added roof hatch rails			$ 2,743.00		Arch Field Change
	Added soffit in Master Control			$ 758.00		Arch Field Change
COR#55	RTU Emergency Stops, FEC locks, Exterminator, Added Cameras	$ 12,271.00				
	Add emergency stops at RTUs			$ 1,095.00		DHSR
	Add locks to fire extingusher cabinets		$ 2,380.00			Detention added for security
	Exterminator pre-treat			$ 1,200.00		Scope Gap
	Added security cameras-FC064		$ 7,596.00			Sheriff added for security
COR#56	CM Allowances Overage	$ 7,604.00				
				$ 7,604.00		
COR#57	DHSR Misc	$ 58,492.00				
	Shower Grab Bars in Nurses Station			$ 1,155.00		DHSR
	Thermostat Change of Humidity Control in Animal Shelter			$ 1,095.00		Arch Field Change
	Misc Landscaping		$ 2,867.00			
	RTU Panel Changes			$ 40,028.00		DHSR
	Replace Door AA20 for Fire Rating			$ 736.00		DHSR
	Replace Lighting Fixtures 3 C1			$ 632.00		
	RTU Automatic Shutdown Wiring			$ 1,825.00		DHSR
	Add Diffusers -HVAC Animal Shelter			$ 1,988.00		Arch Field Change
	Sub Allowance Error within GMP			$ 5,600.00		Scope Gap

Granville County Law Enforcement / Detention / Animal Shelter						
CMR Contingency Log						
ITEM	DESCRIPTION	Net Amount	Owner	CMR	Allowances	NOTE
	Add self-closing Hinges to Sally Port Gates		$ 700.00			Owner Request
	Add Rain-drip Protectors over Rec Yard Doors			$ 1,866.00		Arch Field Change
COR#58	Change Order #3	$ (106,994.00)		$ (106,994.00)		
COR#58	Replace Main Building Circuit Breaker with fully Automatic	$ 14,766.00	$ 14,766.00			Owner Requested
		$ 865,925.95	$ 317,649.00	$ 300,515.50	$ 183,794.95	

BORDEAUX
Construction Company, Inc.

Project Name: **Granville County Detention & LEC**

Architect: Moseley Architects

Arch Rep: Stephen Clark

CM Contingency	$ 517,892	Owner Contingency	$ -		
Contingency Usage	($482,519)	Contingency Usage	$ -		
Contingency Remaining	$ 35,373	Contingency Remaining	$ -		

Change Class
1.0 Design Error/Omission
2.0 CM Scope Gap
3.0 Regulatory Requirement
4.0 Unforseen Site Conditions
5.0 Owner requested Change
6.0 Materials or Equipment unavailable
7.0 Subcontractor expedite/supplement

COR #	Date	FI#	RFI#	RFP#	Description	Proposed Amount	Time Extension (days)	Approved? (y/n)	Approved Amount	Less CM Contingency	Owner/Design Change	Comments	Change Class
1	11/27/18		1		Additional Clearing and Seeding	$35,061.00		y	35,061	(35,061)	$0		5.0
2	12/17/18				Scope Gap from GMP	$87,375		y	87,375	(87,375)	$0		2.0
3	12/18/18				Time Extension	$0		y	0	0	$0		
4	1/17/19				Sunrock Sub Allowance Usage	$0		y	0	0	$0	Billed against Site Allowance	4.0
5	1/17/19		15		Animal Control Site Sign & DOT Bond - Allowances Reconciled	($27,924)		y	(27,924)	27,924	$0	Billed against allowances; remainder reconciled back to CM Contingency	5.0
6	1/22/19		2 & 14		Added Floor Slab, Doors, Coiling Shutter and Permit Overage	$9,412		y	9,412	(9,412)	$0		1.0
7	1/29/19		19		Increased LOD and Burden Rate error credit	$49,162		y	49,162	(49,162)	$0		1.0
8	2/19/19	6	7		Smoke Compartment Changes and Pipe Casing	$7,463		y	7,463	(7,463)	$0		1.0
9r2	3/19/19	7			MTS Scope Changes	$41,248		y	41,248	(41,248)	$0		1.0
10	3/6/19	18			FC-018 Food Service Changes and Electrify Pasture Fence (allowance)	$2,759		y	0	0	$0	Billed against CM Allowance	1.0
11	3/6/19		35		Trap Primers	$11,159		y	11,159	(11,159)	$0		1.0
12r1	3/6/19				Stair Tread and Mezzanine Upgrades	$13,446		y	13,446	(13,446)	$0		5.0
13r1	3/7/19				Paint Upgrade	$11,063		y	11,063	(11,063)	$0		5.0
14	3/7/19				Gate G10 Credit	($16,500)		y	(16,500)	16,500	$0		5.0
15	3/11/19				Excess Topsoil Onsite (Site Allowance)	$0		y	0	0	$0	Billed against Site Allowance	4.0
16	3/19/19				Sunrock's Undercut and Rock (Site Allowance)	$0		y	0	0	$0	Billed against Site Allowance	4.0
17	3/21/19	21	53		FC-021 Additional Site Conduit	$20,669		y	20,669	(20,669)	$0		1.0
18	5/10/19				Miscellaneous PCOs April and May	$3,178		y	3,178	(3,178)	$0		1 & 5
19	5/10/19				Additional Binder at Building front for cleaness of site	$3,834		y	3,834	(3,834)		CM desired change	2.0
20	6/28/19				CM Contingency usage for misc. PCOs	$40,669		y	40,669	(40,669)	$0		2.0
21	7/3/19				FC 15, 25, 27, 28, 36, add hose bibs, handholes	$87,960		y	87,960	(87,960)	$0		1,5
22	7/3/19				Reconcile Sub Allowance	($70,971)		y	(70,971)	70,971	$0		
23	7/10/19				Sectional Door at Warehouse in lieu of Coiling door	$12,665		y	12,665	(12,665)	$0		
24	7/19/19				Final Undercut Allowance Usage	$0		y	0	0	$0		4.0
25	7/19/19				FC- 29,32,35,38, and AC sewer/plumbing elevatior	$17,342		y	17,342	(17,342)	$0		
26	9/9/19				FC42,44,46, Pelco Camera VE, RFI 122, Roof Drain AS, MTS to install Correction Enterprises	$3,451		y	3,451	(3,451)	$0		
27	9/24/19				FC-41,FC45, Sand for Backfill, Shop Fab Coping	$6,877		y	6,877	(6,877)	$0		
28	9/24/19				Delete Video Arraignment from Scope	($54,000)		y	(54,000)	54,000	$0		
29	10/21/19				Chase Cap,P-traps at Cells, Roof Hatch, Precast	$22,530		y	22,530	(22,530)	$0		
30	10/21/19				FC 43, 47, 48, 50, & 53	$40,970		y	40,970	(40,970)	$0		
31	11/18/19				PCO 71, 78, 85, 89, 90, 93, 94, 98, and 99	($3,099)		y	(3,099)	3,099	$0		
32	11/18/19				BDA Booster Allowance Usage	$0		y	0	0		Billed against CM Allowance	
33	11/25/19				Animal Shelter Floor Finish Changes	$54,972		y	0	0	$0	Owner Change Order 1	
34	12/17/19				Gas meter fence, FC09 Sprayfoam, Epoxy cove,	$14,036		y	14,036	(14,036)	$0		
35	1/10/20				Move Condensing Units, Trim Beams, Sales tax,	$13,108		y	13,108	(13,108)	$0		
36	1/10/20				ACT Animal Shelter, FS credit, , Rec yd supports	$3,455		y	3,455	(3,455)	$0		
37	2/7/20				Added SOD, Coiling Shutters, Visitation Wall, Floor	$13,738		y	13,738	(13,738)	$0		
38	2/7/20				Access Floor, 911 server ceiling, tower cabling,	$20,220		y	20,220	(20,220)	$0		
39					AS Walls to deck, Access Doors, Shower change out	$53,509		y	53,509	(53,509)	$0		
40					Tower Foundation/Electrical Feed & Asphalt at AC	$34,120		y	34,120	(34,120)	$0		
41					Brick Allowance, Landscaping additions, Masonry	$23,476.00		y	23,476	(23,476)	$0		
42					FC-57 & 58, RFI 190 add mirrors, Drywall Patch	$16,568.00		y	16,568	(16,568)	$0		
43					Owner Change Order to Refund CM Contingency	($128,284.00)		y	(128,284)	128,284	$0	Owner Change Order 2	
44					Annuciator, 911 Floor prep, pave warehouse,	$11,793.00		y	11,793	(11,793)	$0		
45					Night Light, Shower patch, NCDOL, Roof drain	$5,873.00		y	5,873	(5,873)	$0		
~~46~~					~~Floor Finishes, SP concrete, Fence/gate at AS, Lock~~	~~$20,891.00~~		~~void~~	~~FALSE~~	~~0~~	~~$0~~		
46r1					SP concrete, Fence/gate at AS, Lock	$8,218.00		y	8,218	(8,218)			
47					Misc. Electrical PCOs Owner/Design changes	$23,294		y	23,294	(23,294)	$0		
48r1					Misc. Electrical PCOs CM changes	$25,472		y	25,472	(25,472)	$0		
49					Paytel Covers, Grease Interceptor, Paint Accent	$7,317		y	7,317	(7,317)	$0		
50					Floor Finish Revisions	$12,673		y	12,673	(12,673)	$0		
51					Final Sub Allowance Usage - $39,352	$0		y	0	0	$0		
52					Reconcile Unused Sub Allowances	($37,676)		y	(37,676)	37,676	$0		
53					Open Electrical PCOs for Extra Work	$39,068		y	39,068	(39,068)	$0		
54					Sub Default, Drywall Adds, Gate Flume, Roof Rails	$56,620		y	56,620	(56,620)	$0		
55					RTU E-stop, FEC locks, Exterminator, Add Cameras	$12,271		y	12,271	(12,271)	$0		
56					CM Allowance Usage Overage	$7,604		y	7,604	(7,604)	$0		
57r1					Remaining Open PCOs to close out contract	$58,492		n	0		$0		
58					Owner Change Order 3 - Reconcile CM Contingency	($106,994)		y	(106,994)	106,994	$0	Owner Change Order 3	
59					Breaker Change to electrically operated	$14,766		n	0				
					Total Outstanding:	$73,258	0						
					Total Approved:	$581,909							

CHANGE ORDER REQUEST

BORDEAUX CONSTRUCTION COMPANY, INC
135 E. Martin St. #101
Raleigh, NC 27601

COR #: 57
Date: 10/30/2020

Owner : Granville County
122 Williamsboro Street
Oxford, NC 27565

Contract : 1801.01 Granville County Jail
525 New Commerce Drive
Oxford, NC 27565

Description: Remaining Open PCOs after DHSR and Misc. Items Revised **Total:** 0.00

Details: This change order request several open PCOs that were outlined in email previously. These PCOs include nurses room grab bars, AA20 door replacement, Misc. missed landscaping items from prior CORs, 3 thermostat/humidstat at Animal Shelter, 3 C1 replacement light fixtures, RTU panel changes for DHSR approval, RTU shutdown wiring to fire alarm in lieu of BAS, reTAB Animal Shelter and add diffusers, fire sprinkler sub allowance error from GMP, add hinges to existing gates and add rain drips to rec yard doors.. This COR totals $58,492 and will be billed against project contingency. The balance of the contingency is $35,373 so an additional owner change order to the GMP contract is needed for an amount of $23,119.

Pending Change Item	Estimated Cost
COR #: 57 Remaining Open PCOs after DHSR and Misc. Items Revised	
Pending CO #: 189 Nurses Shower Grab Bars	
1 Nurses Shower Grab Bars	0.00

Phase - Cost Type - Description	Est Cost
16100. - 3 Security Electronics & Detention Equipment	1,155.00
18000. - 5 Project Contingency	-1,155.00

Total For Pending CO #: 189

Pending CO #: 205 Install 3 Thermostat/humidstat at AS	
1 Install 3 Thermostat/humidstat at AS	0.00

Phase - Cost Type - Description	Est Cost
15500. - 3 HVAC	1,095.00
18000. - 5 Project Contingency	-1,095.00

Total For Pending CO #: 205

Pending CO #: 207 Misc. Landscaping Items	
1 Misc. Landscaping Items	0.00

Phase - Cost Type - Description	Est Cost
02110. - 3 Landscaping	2,867.00
18000. - 5 Project Contingency	-2,867.00

Total For Pending CO #: 207

Pending CO #: 208 RTU Panel Changes	
1 RTU Panel Changes	0.00

Phase - Cost Type - Description	Est Cost
16000. - 3 Electrical	40,028.00

CHANGE ORDER REQUEST

BORDEAUX CONSTRUCTION COMPANY, INC
135 E. Martin St. #101
Raleigh, NC 27601

COR #: 57
Date: 10/30/2020

Owner : Granville County
122 Williamsboro Street
Oxford, NC 27565

Contract : 1801.01 Granville County Jail
525 New Commerce Drive
Oxford, NC 27565

Description: Remaining Open PCOs after DHSR and Misc. Items Revised **Total:** 0.00

Details: This change order request several open PCOs that were outlined in email previously. These PCOs include nurses room grab bars, AA20 door replacement, Misc. missed landscaping items from prior CORs, 3 thermostat/humidstat at Animal Shelter, 3 C1 replacement light fixtures, RTU panel changes for DHSR approval, RTU shutdown wiring to fire alarm in lieu of BAS, reTAB Animal Shelter and add diffusers, fire sprinkler sub allowance error from GMP, add hinges to existing gates and add rain drips to rec yard doors.. This COR totals $58,492 and will be billed against project contingency. The balance of the contingency is $35,373 so an additional owner change order to the GMP contract is needed for an amount of $23,119.

Pending Change Item	Estimated Cost

Pending CO #: 208 RTU Panel Changes

18000. - 5 Project Contingency	-40,028.00

Total For Pending CO #: 208

Pending CO #: 209 AA20 Door Replacement for Rating

1 AA20 Door Replacement for Rating 0.00

Phase - Cost Type - Description	Est Cost
18000. - 5 Project Contingency	-736.00
18101. - 5 Reimbursables	736.00

Total For Pending CO #: 209

Pending CO #: 210 3 C1 replacement light fixtures

1 3 C1 replacement light fixtures 0.00

Phase - Cost Type - Description	Est Cost
16000. - 3 Electrical	632.00
18000. - 5 Project Contingency	-632.00

Total For Pending CO #: 210

Pending CO #: 211 Wire RTU shutdown to FA in lieu of BAS

1 Wire RTU shutdown to FA in lieu of BAS 0.00

Phase - Cost Type - Description	Est Cost
15500. - 3 HVAC	1,825.00
18000. - 5 Project Contingency	-1,825.00

Total For Pending CO #: 211

Pending CO #: 212 ReTAB Animal Shelter & provide 4 diffusers

1 ReTAB Animal Shelter & provide 4 diffusers 0.00

CHANGE ORDER REQUEST

BORDEAUX CONSTRUCTION COMPANY, INC
135 E. Martin St. #101
Raleigh, NC 27601

COR #: 57
Date: 10/30/2020

Owner : Granville County
122 Williamsboro Street
Oxford, NC 27565

Contract : 1801.01 Granville County Jail
525 New Commerce Drive
Oxford, NC 27565

Description: Remaining Open PCOs after DHSR and Misc. Items Revised **Total:** 0.00

Details: This change order request several open PCOs that were outlined in email previously. These PCOs include nurses room grab bars, AA20 door replacement, Misc. missed landscaping items from prior CORs, 3 thermostat/humidstat at Animal Shelter, 3 C1 replacement light fixtures, RTU panel changes for DHSR approval, RTU shutdown wiring to fire alarm in lieu of BAS, reTAB Animal Shelter and add diffusers, fire sprinkler sub allowance error from GMP, add hinges to existing gates and add rain drips to rec yard doors.. This COR totals $58,492 and will be billed against project contingency. The balance of the contingency is $35,373 so an additional owner change order to the GMP contract is needed for an amount of $23,119.

Pending Change Item	Estimated Cost

Pending CO #: 212 ReTAB Animal Shelter & provide 4 diffusers

Phase - Cost Type - Description	Est Cost
15500. - 3 HVAC	1,988.00
18000. - 5 Project Contingency	-1,988.00

Total For Pending CO #: 212

Pending CO #: 213 ABL Sub Allowance error at GMP

1 ABL Sub Allowance error at GMP 0.00

Phase - Cost Type - Description	Est Cost
15300. - 3 Sprinkler	5,600.00
18000. - 5 Project Contingency	-5,600.00

Total For Pending CO #: 213

Pending CO #: 214 Add hinges to existing gates

1 Add hinges to existing gates 0.00

Phase - Cost Type - Description	Est Cost
02821. - 3 Fences and Gates	700.00
18000. - 5 Project Contingency	-700.00

Total For Pending CO #: 214

Pending CO #: 216 Add rain drip for rec yard doors

1 Add rain drip for rec yard doors 0.00

Phase - Cost Type - Description	Est Cost
16100. - 3 Security Electronics & Detention Equipment	1,866.00
18000. - 5 Project Contingency	-1,866.00

Total For Pending CO #: 216

CHANGE ORDER REQUEST

BORDEAUX CONSTRUCTION COMPANY, INC
135 E. Martin St. #101
Raleigh, NC 27601

COR #: 57
Date: 10/30/2020

Owner : Granville County
122 Williamsboro Street
Oxford, NC 27565

Contract : 1801.01 Granville County Jail
525 New Commerce Drive
Oxford, NC 27565

Description: Remaining Open PCOs after DHSR and Misc. Items Revised **Total:** 0.00

Details: This change order request several open PCOs that were outlined in email previously. These PCOs include nurses room grab bars, AA20 door replacement, Misc. missed landscaping items from prior CORs, 3 thermostat/humidstat at Animal Shelter, 3 C1 replacement light fixtures, RTU panel changes for DHSR approval, RTU shutdown wiring to fire alarm in lieu of BAS, reTAB Animal Shelter and add diffusers, fire sprinkler sub allowance error from GMP, add hinges to existing gates and add rain drips to rec yard doors.. This COR totals $58,492 and will be billed against project contingency. The balance of the contingency is $35,373 so an additional owner change order to the GMP contract is needed for an amount of $23,119.

Pending Change Item	Estimated Cost
Total for COR #: 57	**0.00**

Approved By: Granville County

Signed: _____

Date: _____

Submitted By: BORDEAUX CONSTRUCTION COMPANY, INC

Signed: _____

Date: _____

EXHIBIT J

CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: Granville County Jail
Contract:
Contractor: Montgomery Technology Systems, LLC

Proposal #: DHSR 001
Project #: 38000
Contractor #: MTS

Description of change:
Per DHSR walk thru install 3 anti-ligature grab bars

			SUBTOTALS
Materials (Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)			
1	Total Direct Cost of Materials	$766.50	
2	Sales Tax	$51.74	
3	Shipping & Transportation	$0.00	
4	Overhead & Profit	$122.74	
	(15% maximum, includes small tools & consumables)		**$940.97**
Labor	*see attached breakdown		
5	Total Man-hours: 4 MH @ 35.79 /hr.	$143.16	
6	Payroll Taxes & Insurance: 30 %	$42.95	
7	Overhead & Profit	$27.92	
	(15% maximum, includes small tools & consumables)		**$214.02**
Equipment Rental	(Include quotes)		
8	Equipment Rental	$0	
9	Overhead & Profit	$0	
	(10% maximum)		**$0.00**
Subcontractors	(Include quotes with material & equipment backup)		
10	Subcontractors	$0	
11	Overhead & Profit	$0	
	(5% maximum)		**$0.00**
		Subtotal of Proposal	**$1,155**
	Bonds (% of subtotal of proposal) **0** %		**$0**
		TOTAL OF CHANGE PROPOSAL	**$1,155**

Time Extension Requests: _____ days
Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant _____ **Date:** _____

Owner's Representative Approval _____ **Date:** _____

Montgomery Technology Systems LLC
23 Old Stage Rd.
Greenville, AL 36037

Proposal

Proposal Date: 8/13/2020
Proposal #: 0538
Project: GranvilleCoDet_N...

Bill To:

Bordeaux Construction Company
135 E. Martin Street
Suite 101
Raleigh, NC 27601

Description	Est. Hours/Qty.	Rate	Total
DHSR Walk thru anit ligature grab bars			
Detention anti-ligature grab bars (18", 36", 42" - 1 each)	3	250.00	750.00T
Misc bolts	1	16.50	16.50T
Labor for installing parts	4	35.79	143.16
Sales Tax	1	51.74	51.74T
P&O	1	150.66	150.66T
Labor Burden	1	42.95	42.95T
Sales Tax		0.00%	0.00

Total $1,155.01

Phone:	Fax:
3343827441 x262	334-460-9934

CHANGE PROPOSAL FORM

Project:	Granville County Law Enforcement Center	**Proposal #:**	PCO#005
Contract:	HVAC and Mechanical Piping	**Project #:**	BCC Job #1801/Architect Job # 570839
Contractor:	Comfort Systems USA (MidAtlantic), LLC	**Contractor #:**	Bid Pkg # 22A Plumbing/23A HVAC

Description of change:
Install 3 thermostat/humidistat in animal control on AHU 1,2,3 to add humidity control.

							SUBTOTALS
Materials	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)						
1	Total Direct Cost of Materials				$	562.20	
2	Overhead & Profit on Item 1.					$84.33	
	(15% maximum, includes small tools & consumables)						
3	Sales Tax			6.75%		$37.95	
4	Shipping & Transportation					$0.00	$684.48
Labor							
5a	Total Laborer/Installer REG Manhours	8	MH @	$34.48 /hr.		$275.84	
5b	Total Laborer/Installer OT Manhours	0	MH @	$47.32 /hr.		$0.00	
6	Overhead & Profit on Item 5.					$41.38	
	(15% maximum)						
7	Payroll Taxes & Insurance	30%				$82.75	$399.97
Equipment	(Include quotes)						
8	Equipment				$	-	
9	Overhead & Profit on Item 8.					$0.00	$0.00
	(15% maximum)						
Subcontractors	(Include quotes with material & equipment backup)						
10	Subcontractors				$	-	
11	Overhead & Profit on Item 10.					$0.00	$0.00
	(5% maximum)						
						Subtotal of Proposal	$1,084.45
12	Bonds (% of subtotal of proposal)			1%			$10.84
						TOTAL OF CHANGE PROPOSAL	$1,095

Time Extension Requests: _____ days(s) Schedule Activity # Affected _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: Neil Allen **Neil Allen,PM** **Date:** 8/18/20

Approval Recommended by Design Consultant: _____ **Date:** _____

Owner's Representative Approval: _____ **Date:** _____

MATERIAL BREAKDOWN

TASK CODE		
Thermostat/Humidistat	$	562.20
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total	**$**	**562.20**

LABOR BREAKDOWN

Phase	Labor Description	Hours	OT Hours
	Install Stats	8	
	TOTAL MAN HOURS	8	0

Brad Bowling

From: Blair Bordeaux
Sent: Thursday, September 17, 2020 1:31 PM
To: todd@southerngardeninc.com
Cc: Connie Joyce (connie@southerngardeninc.com); Brad Bowling
Subject: RE: Granville Jail Extras

We will check on those and get back to you this afternoon.

J. Blair Bordeaux, P.E.
Bordeaux Construction Company, Inc.
919.220.1141x224 (o)
919.418.4888 (m)

From: todd@southerngardeninc.com <todd@southerngardeninc.com>
Sent: Thursday, September 17, 2020 10:24 AM
To: Blair Bordeaux <blair@bordeauxconstruction.com>
Subject: Granville Jail Extras

Blair,

A few items we show on our end that need to be reconciled. Please review when you are able.

- Deer repellant: On March 20th we discussed the deer pressure on the buffer plantings and we were directed to apply deer repellant for $200 per application. We did one application
- Sod at Sally Port: We submitted pricing per the plans on May 13th so lay sod instead of seeding at the sally port. The actual conditions differed from the plans so Blair and Todd discussed on the phone actual square footage and that Southern Garden would cover the watering costs. Price agreed upon was $1000
- Mulch: On June 16th we discussed mulching the project again around the building and high vis areas so everything looked fresh for the completion. As Southern Garden did not have mulching the job twice, is was agreed that Bordeaux would pay for the material costs and Southern Garden would provide the labor. 80 CY material for $1667.

Appreciate you reviewing and let me know if you need anything else.

Thanks,

Todd Laakso
Southern Garden, Inc.
919-362-1050 ext 100

CHANGE PROPOSAL FORM

Project:	Granville County LEC	Proposal #:	
Contract:	Subcontract #1801.04	Project #:	1801
Contractor:	WB Moore Company	Contractor #:	**FC 69**

Description of change:
Revised Pricing on Change to included quick shipment from factory. Provide electrical panel HE2C per field change FC -69 with aulm feeder and conduit to feed new panel. Rework work wiring for RTU's 1,2,3 & GP-5 to be powered from new panel

						SUBTOTALS
Materials & Labor	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)					
	1 Total Direct Cost of Materials				$20,222	
	2 Overhead & Profit on Item 1.	15 %			$3,033	
	3 Sales Tax	6.75 %			$1,365	
	4 Shipping & Transportation					
						$24,620.00
Labor						
	5 Total Manhours:	302 MH @	32 /hr.		$9,664	
	6 Overhead & Profit on Item 5	15 %			$1,450	
	7 Payroll Taxes & Insurance:	30 %			$2,899	
						$14,013.00
Equipment Rental	(Include quotes)					
	8 Equipment Rental				$869	
	9 Overhead & Profit on Item 8	15 %			$130	
						$999.00
Subcontractors	(Include quotes with material & equipment backup)					
	10 Subcontractors				$0	
	11 Overhead & Profit on Item 10	5 %			$0	
						$0.00

	Subtotal of Proposal	**$39,632**
Bonds (% of subtotal of proposal)	**1** %	**$396**
	TOTAL OF CHANGE PROPOSAL	**$40,028**

Time Extension Requests: _____ days
Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date: 9/10/2020**

Job ID: 2018-331CP
Project: Granvile LEC FC 069



Summary by Subtotal

10 Sep 2020 15:01:49

Subtotal 2 - EMT

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
10055	1	EMT	M	60.00	FT	1.5768	94.61	0.0680	4.08	0.0000	0.00
10056	1 1/4	EMT	M	60.00	FT	2.5610	153.66	0.0780	4.68	0.0000	0.00
10059	2 1/2	EMT	M	265.00	FT	5.5658	1,474.94	0.1180	31.27	0.0000	0.00
10109	2 1/2	EMT -GREEN	M	40.00	FT	6.5634	262.54	0.1298	5.19	0.0000	0.00
					Subtotal totals:		**1,985.75**		**45.22**		**0.00**

Subtotal 10 - RIGID FITTINGS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
40129	1	GRND BUSHING INSULATED	M	4.00	EA	7.5570	30.23	0.3700	1.48	0.0000	0.00
40130	1 1/4	GRND BUSHING INSULATED	M	4.00	EA	7.3498	29.40	0.4400	1.76	0.0000	0.00
40133	2 1/2	GRND BUSHING INSULATED	M	16.00	EA	17.7871	284.59	0.8750	14.00	0.0000	0.00
					Subtotal totals:		**344.22**		**17.24**		**0.00**

Subtotal 11 - EMT FITTINGS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
20742	2 1/2	EMT FIELD-BEND	M	4.00	EA	0.0000	0.00	1.5000	6.00	0.0000	0.00
20749	1 1/4	EMT 90-ELBOW	M	4.00	EA	6.2645	25.06	0.4000	1.60	0.0000	0.00
20752	2 1/2	EMT 90-ELBOW	M	7.00	EA	22.6818	158.77	0.7500	5.25	0.0000	0.00
30519	1	EMT STEEL-COMP COUPLING	M	4.00	EA	1.4040	5.62	0.2000	0.80	0.0000	0.00
30520	1 1/4	EMT STEEL-COMP COUPLING	M	8.00	EA	2.4180	19.34	0.2500	2.00	0.0000	0.00
30523	2 1/2	EMT STEEL-COMP COUPLING	M	34.00	EA	17.9010	608.63	0.5000	17.00	0.0000	0.00
30665	1	EMT STEEL COMP IN-THRT CONN	M	4.00	EA	1.4362	5.74	0.4300	1.72	0.0000	0.00
30666	1 1/4	EMT STEEL COMP IN-THRT CONN	M	4.00	EA	2.0670	8.27	0.5000	2.00	0.0000	0.00
30669	2 1/2	EMT STEEL COMP IN-THRT CONN	M	10.00	EA	13.4680	134.68	0.7500	7.50	0.0000	0.00
					Subtotal totals:		**966.12**		**43.87**		**0.00**

Subtotal 13 - HANGERS/SUPPORTS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
160033	1	PLTD-MINI COND-HGR W/BOLT	M	12.00	EA	0.9713	11.66	0.1563	1.88	0.0000	0.00
160034	1 1/4	PLTD-MINI COND-HGR W/BOLT	M	12.00	EA	1.1202	13.44	0.1719	2.06	0.0000	0.00
160037	2 1/2	PLTD-MINI COND-HGR W/BOLT	M	58.00	EA	2.6826	155.59	0.1875	10.88	0.0000	0.00
160176	1/4-20	PLTD BEAM CLAMP	M	20.00	EA	1.3423	26.85	0.3750	7.50	0.0000	0.00
160177	3/8-16	PLTD BEAM CLAMP	M	49.00	EA	4.2035	205.97	0.3750	18.38	0.0000	0.00
160377	3/8 x 3"	TOGGLE BOLT	M	4.00	EA	1.4290	5.72	0.1620	0.65	0.0000	0.00
160395	3/8"	PLTD FLAT WASHER	M	4.00	EA	0.1690	0.68	0.0015	0.01	0.0000	0.00
161220	1/4-20	THREADED ROD	M	30.00	FT	0.4256	12.77	0.1370	4.11	0.0000	0.00
161231	3/8-16	PLTD THREADED ROD	M	68.00	FT	0.5999	40.79	0.1370	9.32	0.0000	0.00
					Subtotal totals:		**473.46**		**54.77**		**0.00**

Subtotal 27 - PULL BOXES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
710079	24x24x6	PULL BOX-GALV SCREW CVR NO/KO	M	4.00	EA	120.2031	480.81	3.3000	13.20	0.0000	0.00

					Subtotal totals:		**480.81**		**13.20**		**0.00**

Subtotal 30 - THW CU

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70003	10	THW CU (SOL)	M	270.00	FT	0.3042	82.13	0.0088	2.36	0.0000	0.00
					Subtotal totals:		**82.13**		**2.36**		**0.00**

Subtotal 31 - THHN/THWN CU

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70030	10	THHN/THWN CU (SOL)	M	90.00	FT	0.3042	27.38	0.0088	0.79	0.0000	0.00
70037	4.	THHN/THWN CU (STR)	M	270.00	FT	1.2402	334.85	0.0163	4.39	0.0000	0.00
					Subtotal totals:		**362.23**		**5.18**		**0.00**

Subtotal 33 - BARE & GREEN WIRE

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70147	8	GREEN THHN CU (GRD 100A)	M	90.00	FT	0.5252	47.27	0.0113	1.01	0.0000	0.00
					Subtotal totals:		**47.27**		**1.01**		**0.00**

Subtotal 36 - XHHW ALUM

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
80088	4.	XHHW COMPACT ALUM	M	370.00	FT	0.3465	128.19	0.0187	6.92	0.0000	0.00
80098	350	XHHW COMPACT ALUM	M	1,480.00	FT	2.2256	3,293.89	0.0408	60.38	0.0000	0.00
					Subtotal totals:		**3,422.07**		**67.30**		**0.00**

Subtotal 42 - WIRE TERMINATIONS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
100292	#4 2-PORTS	BURNDY CLEAR UNITAP 1-SIDE TYPE BIT	M	12.00	EA	14.6894	176.27	1.0000	12.00	0.0000	0.00
					Subtotal totals:		**176.27**		**12.00**		**0.00**

Subtotal 43 - SWITCHGEAR-PANELS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
170415	225A 32P	PNLBD SFC W/O BRKS	M	1.00	EA	0.0000	0.00	4.5000	4.50	0.0000	0.00
					Subtotal totals:		**0.00**		**4.50**		**0.00**

Subtotal 44 - BREAKERS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
180256	25/3	BOLT-ON BREAKER	M	1.00	EA	0.0000	0.00	0.9400	0.94	0.0000	0.00
180260	45/3	BOLT-ON BREAKER	M	1.00	EA	0.0000	0.00	1.0000	1.00	0.0000	0.00
180263	70/3	BOLT-ON BREAKER	M	11.00	EA	0.0000	0.00	1.3100	14.41	0.0000	0.00
180264	80/3	BOLT-ON BREAKER	M	1.00	EA	0.0000	0.00	1.4000	1.40	0.0000	0.00
180273	225/3	BOLT-ON BREAKER	M	1.00	EA	0.0000	0.00	2.8100	2.81	0.0000	0.00
					Subtotal totals:		**0.00**		**20.56**		**0.00**

Subtotal 81 - CORING & HOLES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
10548	4	CORED HOLE UP TO 8" D	M	5.00	EA	300.0000	1,500.00	2.5000	12.50	0.0000	0.00
					Subtotal totals:		**1,500.00**		**12.50**		**0.00**

Subtotal 99 - MISCELLANEOUS ITEMS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
1		PANELBOARD QUOTE	M	1.00	EA	10,382.0000	10,382.00	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**10,382.00**		**0.00**		**0.00**

Subtotal 109 - GEAR & PANEL ACCYS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result

Subtotal 109 - GEAR & PANEL ACCYS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
171289	350	PANELBOARD FEED TERM	M	3.00	EA	0.0000	0.00	0.8100	2.43	0.0000	0.00
					Subtotal totals:		**0.00**		**2.43**		**0.00**
					Job totals:		**20,222.34**		**302.14**		**0.00**

WB Moore Company, Inc.
916 North Poplar Street
Charlotte, NC 28206
Phone: (704) 331-9300
Web: www.wbmoore.com

STATE ELECTRIC SUPPLY COMPANY
CUSTOMER FOCUSED, QUALITY DRIVEN
Local (304) 523-7491 Toll Free (800) 624-3417 Fax (304) 528-0243

Quote

UPC V	DATE	NUMBER
0000	08/21/20	14870097-00
	P.O. NO.	PAGE #
	BREAKERS - PANEL	1

CUST.#: 519290

BILL TO: W B MOORE CO OF CHARLOTTE INC
916 NORTH POPLAR ST
CHARLOTTE, NC 28206-3280

SHIP TO: RALEIGH PLANT
W B MOORE CO OF CHARLOTTE
5112 DEPARTURE DRIVE
RALEIGH, NC 27616-1814

INSTRUCTIONS		SALES REP	PLACED BY
		3609	
SHIP POINT	SHIP VIA		TERMS
Raleigh 919-821-5320	Best Way		Net 60 Days

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY			QUANTITY U/M	UNIT PRICE	AMOUNT (NET)
1	SIE HFXD63B225 BREAKER FD 3P 225A 600V	1		1	each	3915.00	3915.00
2	SIE SF6 FD FRAME BKR MTG KIT FOR	1		1	each	1421.00	1421.00
3	SIE TA1FD350A 350MCM AL CRIMP CONN	3		3	each	15.39	46.17
4	SIE LOT BILL	1		1	each	5000.00	5000.00
5	SIE P2E30FX225FTS PANEL HE2C INTERIOR	1		1	each	0.00	0.00
6	SIE B44 PANEL BOX	1		1	each	0.00	0.00
7	SIE S44B PANEL FRONT	1		1	each	0.00	0.00
7	Lines Total	Qty Shipped Total		9		Total	10382.17
						Taxes	752.70
						Invoice Total	11134.87

Last Page

MARTIN
ARCHITECTURAL PRODUCTS
A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

511 E. Chatham Street
Cary, NC 27511
Tel: 919-469-9661 Fax: 919-469-9630

Invoice

Invoice # : **71125207**
Order # : **5652859**
Date : **Jul 14, 2020**

Customer:
Bordeaux Construction
135 E. Martin St. #101
Raleigh, NC 27601

1613
1801.01
per Blair

Ship To:
Bordeaux Construction
P.O. Drawer 2935
Durham, NC 27704
Tel: 919-220-1141 Fax: 919-220-1147

Account Code	: 104941	Quote #	:
Terms	: Net 30	Purchase Order #	: 154
Customer Job #	:	Shipped Via	: Customer Pickup
Salesperson	: Tommy Creech	Contact	: Tommy Creech
Order Name	: HOLLOW METAL DOOR		

Ordered	Shipped	Product Description	Unit Price	Extended Price
1	1	HMD-Miscellaneous Shop Labor - 1 Hour	65.00	65.00

Shipment Number	Shipment Date	Note
1263330	Jul 13, 2020	

Pre-Tax Total	:	65.00
NC-NORTH CAROLINA STATE TAX 4.75% (Taxable=65.00)	:	3.09
NC-Non-Taxable Labor(Taxable=65.00)	:	0.00
NC-Wake County (+transit)(Taxable=65.00)	:	1.30
Amount Due	:	**69.39**

RECEIVED
JUL 17 2020

PLEASE NOTE: REMIT TO ADDRESS HAS CHANGED

REMIT TO
DIV 480
Martin Architectural Products
P.O. Box 117343
Atlanta, GA 30368-7343

Printed Jul 14, 2020 8:32 AM

MARTIN
ARCHITECTURAL PRODUCTS
A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

511 E. Chatham Street
Cary, NC 27511
Tel: 919-469-9661 Fax: 919-469-9630

Invoice

Invoice # : **71124349**
Order # : **5652409**
Date : **Jul 10, 2020**

Customer:
Bordeaux Construction
135 E. Martin St. #101
Raleigh, NC 27601

1613
1801.01
per Blair

Ship To:
Bordeaux Construction
P.O. Drawer 2935
Durham, NC 27704
Tel: 919-220-1141 Fax: 919-220-1147

Account Code : 104941
Terms : Net 30
Customer Job # :
Salesperson : Tommy Creech
Order Name : HOLLOW METAL DOOR

Quote # :
Purchase Order # : 154
Shipped Via : Customer Pickup
Contact : Tommy Creech

Ordered	Shipped	Product Description	Unit Price	Extended Price
1	1	3070 1-3/4 HM 707S 18 CR F STY (G3ARO; 3HNG; FLABEL; MLG3ARO) LHR SWING	625.00	625.00

Shipment Number	Shipment Date	Note
1262405	Jul 9, 2020	

Pre-Tax Total	:	625.00
NC-NORTH CAROLINA STATE TAX 4.75% (Taxable=625.00)	:	29.69
NC-Non-Taxable Labor(Taxable=625.00)	:	0.00
NC-Wake County (+transit)(Taxable=625.00)	:	12.50
Amount Due	:	**667.19**

PLEASE NOTE: REMIT TO ADDRESS HAS CHANGED

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JUL 17 2020

REMIT TO
DIV 480
Martin Architectural Products
P.O. Box 117343
Atlanta, GA 30368-7343

Printed Jul 10, 2020 10:42 AM

CHANGE PROPOSAL FORM

Project:	Granville County LEC	Proposal #:	
Contract:	Subcontract #1801.04	Project #:	1801
Contractor:	WB Moore Company	Contractor #:	

Description of change:
As Requested By Blair: Ordered Three Type C1 fixtures at Animal Control due to condensation damage & cleaned 30 existing lighting fixture diffusers. The three fixtures were stored in the warehouse for use as needed.

						SUBTOTALS
Materials & Labor	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)					
	1 Total Direct Cost of Materials				$285	
	2 Overhead & Profit on Item 1.	15 %			$43	
	3 Sales Tax	6.75 %			$19	
	4 Shipping & Transportation					
						$347.00
Labor						
	5 Total Manhours:	6 MH @	32 /hr.		$192	
	6 Overhead & Profit on Item 5	15 %			$29	
	7 Payroll Taxes & Insurance:	30 %			$58	
						$279.00
Equipment Rental	(Include quotes)					
	8 Equipment Rental				$0	
	9 Overhead & Profit on Item 8	15 %			$0	
						$0.00
Subcontractors	(Include quotes with material & equipment backup)					
	10 Subcontractors				$0	
	11 Overhead & Profit on Item 10	5 %			$0	
						$0.00

Subtotal of Proposal		**$626**
Bonds (% of subtotal of proposal)	**1** %	**$6**
TOTAL OF CHANGE PROPOSAL		**$632**

Time Extension Requests: _____ days
Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date: 10/14/2020**

QUOTATIONS

MAYER

Quote #: 1154935 SQ
Create Date: 09/15/2020
Branch #: 703500

SOLD TO: 16560920

W B MOORE CO
GRANVILLE COUNTY DETENTION CENTER
916 NORTH POPLAR ST
CHARLOTTE NC 28206-3280

SHIP TO

W B MOORE CO
GRANVILLE COUNTY DETENTION CENTER
525 NEW COMMERCE DRIVE
OXFORD NC 27565

PIPE AND WIRE QUOTE VOID AFTER: 09/16/2020
QUOTE VOID AFTER: 10/15/2020

This quotation is subject to credit approval by Mayer Electric.

CUSTOMER PO# / COST CODE	RELEASE #	SHIP DATE	SHIP VIA	ASSIGNED MANAGER	TICKET WRITER
?			Our Truck	Hall, Chris	Arnold, Joe

LINE #	Order Qty	Item Number	Description	Ship Qty	U/M	Price	EXTENDED PRICE
1.000	3	COP24FP4740C	FLAT PANEL 2X4 4858LM 40K 0-10 4858LM 4000K 120/277V	3	EA	95.0000	285.00

Subtotal	285.00
Tax Rate (6.75	19.24
Total Amount Due on	304.24

Thank You.
Joe Arnold
jarnold@mayerelectric.com
Phone: 919-383-1541
Fax: 919-383-6473

Acceptance: _____ Date: _____

TERMS AND CONDITIONS GOVERNING THIS QUOTE ARE AVAILABLE ONLINE AT WWW.MAYERELECTRIC.COM OR UPON REQUEST. BY ACCEPTING THIS QUOTE, YOU AGREE AND UNDERSTAND THE TERMS AND CONDITIONS GOVERNING THIS QUOTE.QUOTE TOTAL DOES NOT INCLUDE APPLICABLE TAXES. SUBJECT TO CREDIT APPROVAL.To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Customer in this Contract.The customer warrants that there are no governmental contracting requirements or regulations that apply to this transaction(including without limitation any Federal Acquisition Regulations) other than such terms as have been disclosed to Seller and agreed to bySeller in writing prior to Seller agreeing to this transaction. Mayer Electric Supply reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from competent authority.
EXCUSABLE DELAY Purchaser acknowledges that products sold hereunder and/or parts thereof may be produced in, or otherwise sourced from, areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in the capacity of Mayer Electric and/or its subcontractors/suppliers to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Mayer and/or its subcontractors/supplier partners as preventive or curative measures to avoid harmful contamination exposure of the associates of Mayer Electric or its subcontractors/supplier partners. Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing Mayer Electric to contractual sanctions including without limitation any delay penalties, liquidated or other damages or termination for default.

ISO 9001 Certified WBENC Women's Business Enterprise

CHANGE PROPOSAL FORM

Project:	Granville County LEC	Proposal #:	
Contract:	Subcontract #1801.04	Project #:	1801
Contractor:	WB Moore Company	Contractor #:	**FC 69**

Description of change:
Williams Fire Sprinkler's work to wire the EPO switch, program and test RTU's to shut down the roof top units thru the fire alarm system in lieu of the BAS. . This was accomplished in order for the inspection at Blair's verable request in order to pass inspection.

						SUBTOTALS
Materials & Labor	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)					
	1 Total Direct Cost of Materials				$0	
	2 Overhead & Profit on Item 1.	15 %			$0	
	3 Sales Tax	6.75 %			$0	
	4 Shipping & Transportation					
						$0.00
Labor						
	5 Total Manhours:	0 MH @	0 /hr.		$0	
	6 Overhead & Profit on Item 5	15 %			$0	
	7 Payroll Taxes & Insurance:	30 %			$0	
						$0.00
Equipment Rental	(Include quotes)					
	8 Equipment Rental				$0	
	9 Overhead & Profit on Item 8	15 %			$0	
						$0.00
Subcontractors	(Include quotes with material & equipment backup)					
	10 Subcontractors				$1,721	
	11 Overhead & Profit on Item 10	5 %			$86	
						$1,807.00

		Subtotal of Proposal	**$1,807**
Bonds (% of subtotal of proposal)	**1** %		**$18**
		TOTAL OF CHANGE PROPOSAL	**$1,825**

Time Extension Requests: _____ days
Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date: 10/16/2020**

From: Chad Pope
To: Chad Pope
Subject: Granville Cost to Wire RTU EPO Thru Fire Alarm
Date: Friday, October 16, 2020 1:54:58 PM
Attachments: jmcwv0f01.png

October 14, 2020

Contract No.: P-1808A69

Project: Granville County Detention Center – Oxford, NC

Description of Situation Requiring Change:
Addition of (1) Monitor Module and (2) days of work not included in the original scope of work.

Change Request #4 Material Cost: ..... $ 114.00
Change Request #4 Labor Cost: ..... $ 1,110.00
Change Request #4 Travel Cost: ..... $ 497.00

Change Request #4 Total Cost: ..... $ 1,721.00

CHANGE PROPOSAL FORM

Project: Granville County Law Enforcement Center
Contract: HVAC and Mechanical Piping
Contractor: Comfort Systems USA (MidAtlantic), LLC

Proposal #: PCO#007R
Project #: BCC Job #1801/Architect Job # 570839
Contractor #: Bid Pkg # 22A Plumbing/23A HVAC

Description of change:
Provide 4 diffusers and flex duct for installation by others.
Re-balance system based on FC-071

						SUBTOTALS
Materials	(Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)					
1	Total Direct Cost of Materials				**$ 327.00**	
2	Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)				**$49.05**	
3	Sales Tax			6.75%	**$22.07**	
4	Shipping & Transportation				**$0.00**	**$398.12**
Labor						
5a	Total Laborer/Installer REG Manhours	**0** MH @	**$34.48** /hr.		**$0.00**	
5b	Total Laborer/Installer OT Manhours	**0** MH @	**$47.32** /hr.		**$0.00**	
6	Overhead & Profit on Item 5. (15% maximum)				**$0.00**	
7	Payroll Taxes & Insurance	**30%**			**$0.00**	**$0.00**
Equipment	(Include quotes)					
8	Equipment				**$ -**	
9	Overhead & Profit on Item 8. (15% maximum)				**$0.00**	**$0.00**
Subcontractors	(Include quotes with material & equipment backup)					
10	Subcontractors				**$ 1,495.00**	
11	Overhead & Profit on Item 10. (5% maximum)				**$74.75**	**$1,569.75**
					Subtotal of Proposal	**$1,967.87**
12	Bonds (% of subtotal of proposal)		**1%**			**$19.68**
					TOTAL OF CHANGE PROPOSAL	**$1,988**

Time Extension Requests: 10 days(s) Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: Neil Allen **Neil Allen,PM** **Date:** 10/2/20

Approval Recommended by Design Consultant: _____ **Date:**

Owner's Representative Approval: _____ **Date:**

MATERIAL BREAKDOWN

TASK CODE			
	4 - return grilles with 10x10 to round connections	$	210.00
	2 - boxes 10" flex and duct tape	$	117.00
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
	Total	**$**	**327.00**

SUBCONTRACTOR BREAKDOWN

Mid-Atlantic Test & Balance	$	1,495.00
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total	**$**	**1,495.00**

QUOTE

MID ATLANTIC TEST & BALANCE, INC.

HVAC SYSTEMS TESTING, BALANCING AND COMMISSIONING

1120 WILBORN AVENUE SOUTH BOSTON, VA 24592

TEL. 434-572-4025 FAX 434-572-4215 WEBSITE: midatlantictab.com

TO

COMFORT SYSTEMS USA
1057 BILL TUCK HIGHWAY
SOUTH BOSTON, VA 24592

ATTENTION: NEAL ALLEN

PROJECT

GRANVILLE COUNTY ANIMAL SHELTER FC-071

DATE: 9/18/2020

SCOPE

We hereby submit specification and estimates for:
Providing testing, adjusting and balancing services as outlined by the plans and specifications.
Our price does not include duct air leakage testing or domestic water balance unless specifically stated.

PRICE

We hereby agree to furnish material and labor in accordance the above specification for the sum of:

ONE THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS----------$1,495.00

TERMS

All work will be completed in a professional manner in accordance with AABC's NATIONAL STANDARDS FOR TOTAL SYSTEM BALANCE 2002 edition. Any alterations of deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract amount.
This Quotation is valid for thirty (30) days.

Mid Atlantic Test & Balance authorized signature:

PROPOSAL

FRYE FENCE CO., INC.
3221 Durham Drive Suite 115
RALEIGH, NC 27603

Phone (919) 779-4700
Fax (919) 779-7667

TO: Bordeaux Construction
C/o Blair Bordeaux

PHONE

DATE 10/28/20

JOB NAME / LOCATION
Granville Co. Detention Center

CHANGE ORDER

JOB NUMBER

JOB PHONE

We hereby submit specifications and estimates for:

Furnish and install six self closing hinges to existing gates (3 per).

Materials – 300.00
Labor – 400.00

NOTE: If these don't work due to the existing spacing between the gate post and the gate frame, we will need to make new gates or install overhead closers.

WE PROPOSE hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars ($ 700.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature James M. Frye

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

PRODUCT 13128T

FOLD AT (-) TO FIT COMPANION 771 DU-O-VUE ENVELOPE. PRINTED IN U.S.A. B

EXHIBIT J

CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: Granville County Jail — Proposal #:
Contract: — Project #:
Contractor: Montgomery Technology Systems, LLC — Contractor #:

Description of change:
Rain Drip Additions for Rec Yard Doors

			SUBTOTALS
Materials (Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)			
1	Total Direct Cost of Materials	$537.24	
2	Sales Tax	$36.26	
3	Shipping & Transportation	$0.00	
4	Overhead & Profit	$86.03	
	(15% maximum, includes small tools & consumables)		**$659.53**
Labor	*see attached breakdown		
5	Total Man-hours: 16 MH @ 35.8 /hr.	$572.80	
6	Payroll Taxes & Insurance: 30 %	$171.84	
7	Overhead & Profit	$111.70	
	(15% maximum, includes small tools & consumables)		**$856.34**
	Mobilization		**$350.00**
Equipment Rental	(Include quotes)		
8	Equipment Rental	$0	
9	Overhead & Profit	$0	
	(10% maximum)		**$0.00**
Subcontractors	(Include quotes with material & equipment backup)		
10	Subcontractors	$0	
11	Overhead & Profit	$0	
	(5% maximum)		**$0.00**
		Subtotal of Proposal	**$1,866**
	Bonds (% of subtotal of proposal) **0** %		**$0**
		TOTAL OF CHANGE PROPOSAL	**$1,866**

Time Extension Requests: _____ days
Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant _____ **Date:** _____

Owner's Representative Approval _____ **Date:** _____

CHANGE ORDER REQUEST

BORDEAUX CONSTRUCTION COMPANY, INC
135 E. Martin St. #101
Raleigh, NC 27601

COR #: 59
Date: 4/19/2021

Owner : Granville County
122 Williamsboro Street
Oxford, NC 27565

Contract : 1801.01 Granville County Jail
525 New Commerce Drive
Oxford, NC 27565

Description: Electrically Operated Kit on main Breaker **Total:** 0.00

Details: This COR includes cost to add an electrically operated kit on the main breaker to the building. This COR totals $14,766 and will be billed against Project Contingency.

Pending Change Item	Estimated Cost
COR #: 59 Electrically Operated Kit on main Breaker	
Pending CO #: 218 Breaker replacement to electrically operated	
1 Breaker replacement to electrically operated	0.00

Phase - Cost Type - Description	Est Cost
16000. - 3 Electrical	14,766.00
18000. - 5 Project Contingency	-14,766.00

Total For Pending CO #: 218

Total for COR #: 59 **0.00**

Approved By: Granville County

Signed: _____

Date: _____

Submitted By: BORDEAUX CONSTRUCTION COMPANY, INC

Signed: _____

Date: 4/19/2021

WB MOORE COMPANY
Electrical Contractor

WB Moore Company of Charlotte, Inc.
Raleigh Division
916 N. Poplar Street
Charlotte, North Carolina 28206
Ph: 704.331.9300 *Fax:* 704.331.9302
www.wbmoore.com

Project Name: Granville County Jail **Date:** 4/19/2021
Project #: 2018-331
COR #: Breaker upgrade
Description: Install EO kit on main breaker

Install Siemens electronically Operated Kit on the main Breaker

LABOR w/ BURDEN

Reg	Shift	OT	Time	Reg	Shift	OT		Amount
16		0	Composite Labor	$51.80			$	828.80
			Total Labor				**$**	**828.80**

EQUIPMENT

% of Total Labor	Misc./Small Tools	0	$	-
	Large Tools	0	$	-
	Rented Equipment	0	$	-
	Total Small Tools and Equipment		**$**	**-**

MATERIAL

	Materials		$	10,919.00
% of Base Materials	Cartage of Material		$	-
% of Base Materials	Incidental Materials		$	-
	Tax on Materials	7.25%	$	791.63
	Total Material		**$**	**11,710.63**

INDIRECT COSTS w/ BURDEN

Hours	Time	Rate		Amount
2.00	Project Manager	$91.00	$	182.00
1	Project Coordinator	$63.00	$	63.00
	Project Administrator		$	-
0	Estimator		$	-
	Total General Conditions		**$**	**245.00**

Subtotal of Above		**$**	**12,784.43**
Overhead	10.00%	**$**	**1,278.44**
Profit	5.00%	**$**	**703.14**
Total WBM		**$**	**14,766.01**

SUBCONTRACTORS

Subcontract		$	-
Subcontract Markup		$	-
Total Subcontractors		**$**	**-**

WBM & SUBCONTRACTORS TOTAL		**$**	**14,766.01**
BOND	0.00%	**$**	**-**
GRAND TOTAL		$	14,766.01

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Siemens Industry, Inc.
Electrical Services
Dave Kellerman
(919) 839-9032
dave.kellerman@siemens.com
215 Soutport Dr. Ste. 900
Morrisville, NC 27560

Quote For:

April 16, 2021
RE: Granville County Jail
Attn: Dan Benedict, Project Manager
W.B. Moore Company

Siemens offers this Fixed Price proposal for the Upgrade of one (1) Siemens WL circuit breaker to EO. Services are defined per the stipulations set forth in this proposal, any specifications or service expectations other than what is defined in this proposal are not included and may be subject to additional charges.

Please find the breakdown and details of this offer below. We appreciate the opportunity to provide these services and look forward to working with your group. Please feel free to contact the Siemens representative noted at the top of the page with any questions.

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project.
This proposal will remain in effect for 30 days from April 16, 2021.

Project Scope:	**Low-Voltage Service – Install (1) WL Breaker Electrically Operated Trip Kit**

Provide and install (1) WL Circuit Breaker Electrically Operated Kit w/ 500VA CPT and with applicable trip unit ETU 776.

The replacement trip unit kit will reuse the existing switchgear enclosure and panel covers. Field Verification will be required prior to dispatching Field Service Technician

A full utility outage will be necessary to remove the breaker and install new trip unit kit. The amount of outage time can be up to 12 hours and possibly longer if issues develop.

UL field listing is not included in this proposal. If UL listing is required, this will be provided by others.

TOTAL PROPOSAL PRICE: $10,919.00

Note: Individual line items are not offered for stand-alone purchase.

Materials Lead Time: 4-6 Weeks. After receiving a valid PO.

Pricing basis: Time, material, and expenses will be invoiced per Siemens Price List SVCPL20R0.
Work will commence per the schedule in this proposal.

Normal business hours are defined as Standard Time which is Monday through Friday 8:00 AM to 5:00 PM. This project will be performed during Over-Time Hours and will be scheduled outside of the Normal Business Hours.
Please do not schedule service until parts have been delivered onsite.

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Schedule:

Following is a preliminary schedule that will be refined & confirmed within three (3) weeks after Siemens receipt of a clean customer purchase order with complete required information and all necessary releases to proceed.

1. Equipment shipment: 4-6 weeks.
2. Shifts (day)
3. 1 Field Service Technicians
4. Duration 1 workdays 10 hours per day
5. Work schedule: Monday through Friday (non-holidays)
6. 1 mobilization per Field Service Engineer (FSE) (up to 4 hours travel time per mobilization)
7. 1 hours designated for site specific safety training requirements

Scope of Work:

Siemens will furnish equipment, services, and materials in accordance with the following:

1. Attend kick-off meeting at site for data collection and planning/coordination with Customer personnel
2. Perform engineering related to equipment specification & procurement assistance, schematic development, installation design, etc.
3. Supply equipment and materials detailed below.
4. Provide installation labor and materials: Supervision by Siemens Field Service Representative; Mounting & wiring by electrical contractor
5. Perform acceptance testing & commissioning
6. Provide training to Customer personnel consisting of one session of 2 hours. Training is informal, using the instruction books provided with the new devices plus the control schematics. (This does not include development of special training materials or formal documentation for each student.)
7. Furnish a Field Service Report with details of work performed, device settings, test data, etc.

The following new equipment and materials will be furnished:

Line	Part Number	Description	Qty
1.	Electrically Operated Kit w/ 500VA CPT w/ ETU 776	WL Circuit Breaker	1

Customer will be responsible for the following:

1. Designate an on-site representative to serve as the contact for technical inquiries and coordination of activities. This representative will also assist Siemens in developing an organized sequence of work and to advise site-specific safety requirements and lockout procedures.
2. Provide all required site-specific access authorizations and safety training on a timely basis. Cost and schedule impacts will apply if customer-provided access authorization or training is delayed.
3. Provide sufficient advance notice of any necessary changes in outage schedule or equipment availability to facilitate effective work planning by Siemens.
4. Provide complete as-built drawings and documentation for existing power system, equipment and systems to be serviced (e.g. single-line drawings, OEM documentation, wiring diagrams, schematics, interface and interconnection drawings, etc.).
5. Establish necessary safe work clearances around adjacent energized equipment, as required by Siemens.
6. Perform lock-out and tag-out of equipment per industry standards and allow Siemens personnel and subcontractors to apply their own locks, as deemed necessary for safety.

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THIS PROPOSAL, INCLUDING ALL OF ITS ATTACHMENTS, EXHIBITS, APPENDICES, ETC. ("PROPOSAL") IS PROVIDED AS IS, FOR YOUR EVALUATION OF SIEMENS INDUSTRY, INC. ("SIEMENS") AS THE PROVIDER OF SERVICES DESCRIBED HEREIN AND CONTAINS INFORMATION THAT IS CONFIDENTIAL TO SIEMENS. YOUR ACCEPTANCE, DIVULGENCE OR STORAGE OF THIS PROPOSAL IS AN ACKNOWLEDGEMENT OF A CONFIDENTIAL RELATIONSHIP BETWEEN YOU AND SIEMENS. IT REQUIRES THAT THIS PROPOSAL BE RETURNED OR DESTROYED. THIS PROPOSAL IS PROVIDED FOR THE PURPOSE IDENTIFIED HEREIN. THIS PROPOSAL AND ANY INFORMATION OBTAINED FROM THIS PROPOSAL MAY NOT BE REPRODUCED, TRANSMITTED, DISCLOSED OR OTHERWISE USED IN WHOLE OR IN PART, EXCEPT AS THE PARTIES DECIDED AND AGREED IN WRITING. THE SIEMENS TRADE SECRETS SUPPLIED AS PART OF THIS PROPOSAL ARE NOT TO BE DISCLOSED TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF SIEMENS. THE SIEMENS TRADE SECRETS SUPPLIED AS PART OF THIS PROPOSAL ARE NOT TO BE DISCLOSED TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF SIEMENS. THE SIEMENS TRADE SECRETS SUPPLIED AS PART OF THIS PROPOSAL ARE NOT TO BE DISCLOSED TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF SIEMENS.

7. Apply system grounds per applicable safety code requirements & remove when work is complete.
8. Perform all required switching (opening and closing of breakers, switches, etc.) to de-energize equipment and electrically isolate as required for servicing and permit a continuous progression of work.
9. Make equipment continuously available for the required time period to complete the subject services.
10. Provide security for the work area, customer's processes and all areas to be accessed & used by Siemens.
11. Provide indoor, secure, environmentally controlled storage & laydown areas as required for staging of Siemens materials and tools.
12. Make all service entry disconnect arrangements and pay all associated costs for services provided by the local utility company for electrical power, water, gas, etc. switching, if applicable.
13. Remove and replace any and all panels, panel covers, and electrical dead fronts.
14. Provide, install, operate & remove any temporary power necessary for customer processes and operations.
15. Provide all necessary electrical power for Siemens' test instruments and equipment within 25' of the area where the work will be performed.
16. Provide control power source as may be required for equipment functional testing.
17. Coordinate all other contractor operations at the site to avoid interference with Siemens' work. Changes to the schedule or delays caused by others will result in schedule impacts and will be cause for additional charges.
18. Provide water and restroom facilities for Siemens and subcontractor personnel.
19. Obtain local jurisdiction electrical alteration/construction permit, if required.
20. UL certification or re-certifications.

Siemens will be responsible for the following:

1. Order management & engineering.
2. Equipment and materials specifically listed herein.
3. Installation labor and materials (subject to clarifications and Customer Responsibilities herein).
4. Commissioning field engineering services.
5. Energization support.
6. Field Service Report with details of services provided.
7. Siemens will provide standard industry safety equipment required by Siemens Safety Guidelines and in compliance with pertinent standards, consistent with the typical hazards associated with the standard installation work scope as outlined in the Manufacturer's OEM standards and requirements.

   These items include:

   A. Employee PPE – Safety glasses, Hardhats, and safety shoes
   B. Fall Protection – Full body harness, lanyards, and safety railing (as required)
   C. Assured Grounding – GFI receptacles, static grounds
   D. Complete final reporting upon completion of work scope & provide daily reports as applicable

Clarifications:

1. Siemens personnel and/or any of its subcontractors will not be responsible for removing any equipment from service and/or returning any equipment to service (actual powering off and powering on of equipment).
2. Only de-energized equipment will be serviced.
3. Siemens reserves the right to work only when safety practices are acceptable to Siemens. Costs associated with any delays caused by disposition of substandard safety conditions will be outside the scope of this quotation and invoiced in accordance with the *Additional Work* article.
4. Siemens will hold daily safety meetings prior to all work on a site, at shift changes or if the project scope of safety issues change. All affected Siemens employees, subcontractors, and customer personnel shall attend this daily safety meeting.
5. Siemens personnel will provide and apply their own individual locks to breakers/switches in addition to Customer's locks for circuits that are locked out during equipment installation or servicing.

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6. Customer shall provide all customer-provided deliverables on a timely basis. Cost and schedule impacts will apply if customer deliverables are furnished late.
7. Customer's existing equipment that is removed will be left with Customer for disposal or other disposition.
8. Price is based on installation and testing of new equipment or retrofit components by Siemens field engineering personnel. Additional charges will apply if the job-site requires union labor for these tasks.
9. Siemens FSE will not remain on site "after recommended time period" unless additional consideration is made for pricing.
10. This proposal does not consider VAT, tariffs, import/export duties or any other fees in final pricing.
11. Hazardous material handling and/or removal, including but not limited to the items listed below are excluded from this offer. Any such hazardous materials on equipment, or in areas where work is to be performed, are to be identified by Customer, and Customer must perform any required removal/abatement prior to Siemens beginning work. If a hazardous material is encountered during the project, Siemens will stop work and advise Customer. Work will restart after the material has been satisfactorily removed and an exposure threat no longer exists.
    - Asbestos
    - Lead paint
    - Polychlorinated Biphenyl (PCB)

Exclusions:

The following items are excluded but can be added to Siemens' scope upon request.

1. Analytical studies, i.e. short circuit, coordination, harmonics, arc flash, etc.
2. Seismic analysis of new or retrofitted equipment
3. Equipment labeling to meet local jurisdiction or regulatory agency requirements
4. Local jurisdiction fees and permits
5. Power quality measurements, including drive input harmonics, power factor, transients, etc.
6. Checkout of control or communication circuits exterior to the subject equipment
7. Automated control, power monitoring, SCADA or DCS system configuration and/or testing
8. Power cable testing
9. Control wire point-to-point checks
10. Infrared scanning
11. Assisting third party testing firms
12. Training
13. Trips and/or labor to assist with receipt/unloading and inspection of equipment upon arrival, unless detailed otherwise herein
14. UL certification or re-certifications.

Price Basis:

1. Price is based upon Siemens' interpretation of Customer's needs and any changes are subject to final clarification, and mutual agreement upon the revised *Scope of Supply*.
2. Price includes all necessary prep time, travel labor and expense, living expenses, test equipment and the time to write the Field Service Report.
3. The "Allowances" included in the schedule of this document are included in the quoted price. If additional on-site labor or trips should be required in excess of this "Allowance", additional charges will be invoiced as an adder in accordance with the *Additional Work* article.
4. Any required overtime (weekday, weekend and/or holiday) outside of the schedule detailed herein will be invoiced in addition to the quoted price in accordance with rates defined under the *Additional Work* article.

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5. Price excludes additional work not defined herein, troubleshooting equipment issues, repair of equipment, and repair parts unless set forth otherwise herein. Such services will be performed as defined under the *Additional Work* article. Additional parts and materials will be quoted when the need is identified.
6. Cancellation of scheduled on-site work after mobilization of Field Service Personnel (including for the reason of inclement weather) will be subject to charges on a T&E basis to reimburse costs incurred by Siemens related to preparation & loading, arrangement/shipping of test equipment, travel, etc.
7. Prices are good for work performed through September 30, 2021. Work performed after that date will be subject to increase in accordance with the current Siemens Price List.

Additional Work:

Additional engineering, schedule changes, Customer-requested additional work and/or changes that require materials or labor outside the Scope of Supply detailed in this offer are considered "Additional Work" and will be invoiced as an adder to the contract.

Troubleshooting devices or controls that do not pass test or operate correctly and any subsequent replacement parts, installation and re-testing labor are considered "Additional Work" and will be invoiced as an adder to the contract. Time sheets will be provided detailing labor hours spent on such work.

Troubleshooting circuits and devices external to the listed equipment is considered "Additional Work" and will be invoiced as an adder to the contract.

Additional Work will be invoiced on a time-and-expense basis in accordance with the current revisions of the following Price Lists that are hereby incorporated by reference into this document and any resulting contract.

- Engineer Labor: SVCPL20R0 – Field Service Engineer II

Night-turn, weekend or holiday work required in order to gain access to equipment for servicing or for other reasons will be subject to additional charges to cover the premium labor rate differential.

Additional Work will be accomplished exclusively upon Customer's written authorization and amendment of the contract/purchase order to reflect the change in price.

Notwithstanding the foregoing, the performance by Siemens of any services or material supply shall not be a waiver by Siemens of any claims for equitable adjustment in price and/or schedule.

Delays:

Prices are based on continuous progression of work without interruption or delay. Waiting time (delay) that occurs due to circumstances beyond the control of Siemens will be charged in addition to the quoted price in accordance with the *Additional Work* article.

Delays could include, but are not limited to, the following:

1. Waiting for equipment to be taken out of service.
2. Customer's production requirements for the equipment or system being serviced or other equipment that has an effect on the work schedule for this project.
3. Installation and/or wiring errors outside Siemens' scope of supply.
4. Problems with equipment that is supplied by others.
5. Unsafe working conditions.
6. Inclement weather.

Customer shall coordinate all Customer and other contractor operations as required. Cost & schedule impacts will apply if Siemens is delayed by Customer or other contractors at site.

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Safety:

All Siemens field personnel complete internal annual safety training. Furthermore, all Siemens field personnel receive training to comply with NFPA70E, OSHA 30, Electrical Safety Standards. This sets minimum safety rules and practices for the design, operation, and maintenance of low, medium and high-voltage systems.

All Siemens personnel and their subcontractors shall adhere to the Siemens Division Safety Guidelines programs and policies. Copies can be made available upon request for client review.

Terms and Conditions:

E-mail Quotations are subject to the Standard Terms and Conditions of Sale for Siemens Joint Product and Services Offering, which can be found here http://www.usa.siemens.com/terms-emcs and are hereby incorporated by reference into this document and any resulting contract.

Payment Terms:	
Domestic Orders	**International Orders**
NET 30 days from the date of invoice on each partial shipment and progress payment element, subject to credit approval.	Cash in advance or irrevocable "confirmed" letter of credit. All prices in USD.

After the work has begun, if work is delayed for a period of thirty days or longer due to circumstances or events beyond the control of Siemens, then Siemens reserves the right to implement progress payment billings to Customer covering the services and materials completed and/or supplied to that point.

Purchase Order Requirements:

For invoicing purposes, the following must be shown on the purchase order:

Please make Purchase Order out to:

Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591

Purchase Order must reference Siemens Quotation #: SF201731495

Payment terms: NET30

Please submit PO to: Siemens PO portal

https://siemens-energy.secure.force.com/MVRFQ/LMV_MS_PO_Receipt_Portal

If you are a first-time customer, for faster processing, please also provide a copy of your W-9 and a copy of your tax exemption certificate, if applicable.

Site Details MUST BE GIVEN at time of PO or order will not be processed:

Site Contact:
Site Address:
Shipping Address:
Special PPE if required:
Special safety training if needed to enter site:
Requested start date:

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COVID-19 Statement:

The worldwide outbreak of the coronavirus disease ("COVID-19"), affects or is likely to affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are unknown and unknowable at this time, Siemens commitments regarding the scope contemplated hereunder including procurement lead-time, delivery date, resources, and schedule are provided without consideration of such potential impacts from COVID-19. Siemens is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform City Electric Supply of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of supply contemplated hereunder. If required to overcome the consequences directly or indirectly caused by COVID-19, Siemens shall be entitled to relief of its obligations in schedule, price, or any other reasonably required adjustment of this offer. In the event equipment delivery is contemplated hereunder, Siemens shall be entitled to postpone or provide partial deliveries to the extent Siemens' ability to supply or deliver is impacted by COVID-19.

Quote Revision Tracking

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Granville County
Emergency Management

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

To: Board of Commissioners
From: Reba Duke
Department: Emergency Management
Date: April 29, 2021

Title: **Tar River Regional Hazard Mitigation Plan Adoption**

PURPOSE:
To consider formal adoption by resolution by the Granville County Board of Commissioners.

BACKGROUND:
The primary purpose of the Tar River Regional Hazard Mitigation Plan is identifying, assessing, and reducing the long-term risk to life and property from natural hazards. This is an update to the current Tar River Regional Hazard Mitigation Plan. A plan update is required every 5 years. A FEMA-approved hazard mitigation plan is a legal requirement to maintain eligibility for Federal pre-disaster and post-disaster grant funding assistance, including Public Assistance for state declared disasters.

The final plan is not approved until FEMA receives documentation of formal adoption by the governing body of the jurisdictions requesting approval. The associated Resolution of Adoption is included for your reference.

FUNDING:
Funded by Hurricane Matthew Federal Hazard Mitigation Grant Program (HMGP) with NC Emergency Management managing the grant and providing contractor support. No local match required.

RECOMMENDATION:
The Emergency Management Coordinator and Emergency Services Director recommend that the Board adopt the Tar River Hazard Mitigation Plan in the form of a resolution of adoption.

ATTACHMENTS:
Resolution of Adoption

ACTION TAKEN:

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.

Adopted this the 3rd day of May 2021.

_____
Sue Hinman, Chair
Granville County Board of Commissioners

Attest:

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

Granville County
Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 26, 2021

Title: **FY 2021 Audit Contract and Engagement Letter - Thompson, Price, Scott, Adams & Co., PA**

PURPOSE:
To review and award a contract for the FY 2021 Independent Audit for Granville County.

BACKGROUND:
During their 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. Attached is a copy of the audit contract for the fiscal year ended June 30, 2021 as well as the corresponding engagement letter. The contract amount is in line with the price proposed during the RFP process.

Annual audit contracts are required by General Statutes.

FUNDING:
Annually funded in the budget.

RECOMMENDATION:
The Finance Director recommends 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.

ATTACHMENTS:
FY 2021 Contract and Engagement letter

ACTION TAKEN:

The Governing Board: BOARD OF COMMISSIONERS

of Primary Government Unit (or charter holder): GRANVILLE COUNTY

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Auditor Address: 1626 S MADISON STREET, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/21	10/31/21

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
STEVE MCNALLY	FINANCE OFFICER / GRANVILLE COUNTY	steve.mcnally@granvillecounty.org

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	GRANVILLE COUNTY
Audit Fee	$ 37,500
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$ 3,850
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 31,012.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 02/12/21	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* GRANVILLE COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature* SIGN HERE
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Steve McNally	Signature* SIGN HERE
Date of Pre-Audit Certificate*	Email Address* steve.mcnally@granvillecounty.org

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

February 12, 2021

Granville County
PO Box 1286
Oxford, NC 27565

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Granville County for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Granville County as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Granville County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Granville County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Employee Payroll
3. Schedule of Changes in the Total OPEB Liability and Related Ratios
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies the Granville County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Comprehensive Annual Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Granville County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental

regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Granville County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Granville County's major programs. For federal programs that are included in the 2020

Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the 2020 Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Granville County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Granville County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 1, 2021.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Steve McNally), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parities may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

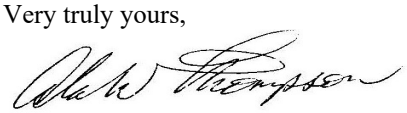
We expect to begin our audit by approximately May 1, 2021 and to issue our reports no later than October 31, 2021. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed $41,350. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

We appreciate the opportunity to be of service to the Granville County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Granville County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners

Granville County
Register of Deeds

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

To: Board of Commissioners
From: Taylor, Kathy
Department: Register of Deeds
Date: April 28, 2021

Title: **Cott Systems Online Index Books 1746-1873**

PURPOSE:
To approve the Cott Systems Renewal Contract for Online Index Deed Books 1746-1873.

BACKGROUND:
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 is attached for your reference. 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.

FUNDING:
Funding is available in the existing budget for this renewal.

RECOMMENDATION:
The Register of Deeds recommends the County Board of Commissioners approve the Renewal Contract for Online Index Books 1746-1873 with Cott Systems based on the stated rates and authorize the County Manager and Register of Deeds to finalize the agreement with Cott Systems.

ATTACHMENTS:
Quote for scanning deed books

ACTION TAKEN:

cott systems

Contract for

Online Index Books for Deeds 1746 – 1873

Granville County, North Carolina

Kathy Taylor, Register of Deeds

April 19, 2021



ONLINE INDEX BOOKS

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | cottsystems.com

ORDER SUMMARY



1. **Online Index Books with Records**.
   - Deeds, 1746 – 1873.
2. **Index Source.** On-site scanning in Granville County by Cott Systems.
3. **Total Index Volumes.** 4 (loose leaf, handwritten).
4. **Records Source.** Off-site scanning at Cott location in Ohio.
5. **Total Record Volumes**. 59; mostly bound, A-27.
6. **Requirements.**
   - Customer must assign page numbers (1, 2, 3, 4) to every page in index books (every page between front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
   - Record books will be transported to Cott for scanning. Bound books will be scanned as bound. Once scanning is complete, record books will be returned to the customer.
   - If any pages from the books are needed while the books are off-site, they will be scanned inside two (2) business day and emailed to the Customer.
   - NOTE: Register will be moving across the street and the books will remain in the existing vault. Cott will initiate project on or before June 30, 2021, namely scan loose leaf index books onsite and pick-up and transport record books to Cott for scanning. Project will be deployed sometime after Customer's fiscal year end, June 30, 2021.
7. **GB of Images.** This project will yield approximately 5 GB worth of images.
8. **User Licenses.** Unlimited search, perpetual rights to use software after initial term.
9. **Deployment.** Local deployment, Hosted (Internet) Search by Cott.
10. **Implementation.** Project management and service installation are included.

Fees		**$35,100**
Schedule of Payments	**Invoice upon receipt of signed contract**	**$17,550**
	Invoice June 15, 2021 (prior to end of Fiscal period)	**$17,550**

X Customer Acknowledgement: _____Date: _____

PLEASE NOTE: The pricing in this offer is valid through 5/15/2021. After this date, this offer will be priced at the current rate.

Cott and Customer have executed this contract to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this contract and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this contract will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Master Agreement for Products and Services 5/14/2019 (Date Signed)

Software License and Software Assurance Addendum 5/14/2019 (Date Signed)

Addendum for Online Index Services 3/3/2020 (Date Signed)

Granville County, North Carolina (County, Parish, Town)

NOTE: Cott contract must be signed and returned on or before 5/7/2021.

COTT SYSTEMS, INC.	**CUSTOMER**
Deborah A. Ball 4-19-2021 (Signature) (Date)	(Signature) (Date)
Deborah A. Ball (Print Name)	(Print Name)
Chief Executive Officer (Print Title)	(Print Title)
Jane E. Miller (Attest)	(Attest)

Certified WBENC Women's Business Enterprise

Customer acknowledgement required on additional page(s).

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

A Note Regarding COVID-19

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Travel and on-site work by Cott team members may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

SPECIFICATIONS



Customer to provide the following:

Permission to Take Record Books Offsite
Broadband High-Speed Access

Database Software

Microsoft SQL Server 2012/2014/2016 (Correct # of CALs or Cores)
Server Backup Software, i.e. Backup Exec 2014 or higher (recommended)

Web Server

IIS 8.0 or higher

Work & Search Stations

Use one of the following supported browsers:

- Internet Explorer 11
- Microsoft Edge
- Google Chrome
- Mozilla Firefox

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 28, 2021

Title: **Granville County Board of Adjustment**

PURPOSE:
To make appointment/reappointment to the Granville County Board of Adjustment.

BACKGROUND:
The term of Delores Lyons, Alternate (District 4), expires in April. She is willing to serve again.

Others serving:	Larry Downey	District 1
	Wayne Overton	District 2
	Jimmy Williams	District 3
	Juanita Rogers	District 4
	Blaine Holmes	District 5
	Jacob Rogers	District 6
	John W. Wimbush	District 7
	Tommy Hobgood, Alternate	District 2

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 28, 2021

Title: **Jury Commission**

PURPOSE:
To make appointment to the Granville County Jury Commission.

BACKGROUND:
The term of Thomas J. "Jack" Parrish (Commissioner Appointee) expires June 30, 2021. Mr. Parrish has served since 1999 and does not wish to be reappointed.

The Jury Commission reviews jury lists to see if people have moved, died, etc. so appointees need to be familiar with citizens. Mrs. Moore lives on Tabbs Creek Road in Oxford, Mrs. Montague lives on US Hwy 15 North past Stovall, and Mr. Parrish is from the Butner area. It is suggested that the appointee be from the southern area or be someone with knowledge of the southern area.

Others serving:	Wilma B. Moore	Appointed by Senior Resident Superior Court Judge John Dunlow
	Fann Montague	Appointed by Yancey Washington, Clerk of Court

ACTION TAKEN:

Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: April 28, 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.

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 Service operations. A copy of the most recent version of the draft lease is 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 langue, 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*.

County Staff and the County Attorney will provide additional comments during the meeting related to various sections of the draft lease agreement.

FUNDING:

Funding of this lease space has been anticipated in the existing budget.

RECOMMENDATION:

Following a discussion of the draft lease, having provided the County Manager and County Attorney with any significant language edits the Board believes need to be made, the County Manager recommends authorizing the County Attorney and County Administration to make minor edits as needed to the lease and execute the agreement with the City of Creedmoor.

ATTACHMENTS:

Draft Lease v20
Creedmoor Senior Center Rooms
Funding Request Letter from Creedmoor dated 10-4-2017

ACTION TAKEN:

NORTH CAROLINA
GRANVILLE COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT (the "Agreement") is made and entered into this the ___ day of _____, 20__ 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 "Premises"). 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 in part in consideration of the $350,000.00 contribution by the County toward the construction of the Creedmoor Community Center.[1] This Agreement shall not automatically renew.

2. RENT. The County shall pay rent in the amount of One Dollar 00/100 ($1.00) for the term of this Agreement.

3. DESCRIPTION OF THE PREMISES. 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

[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.

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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; however, the County shall not have the authority to exclude residents of the City of the Creedmoor not using the South Granville Senior Citizens Center from common areas such as the Lobby during the normal operating hours of the Creedmoor Community Center.

4. 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.

5. 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.

6. 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.

7. 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, with each party paying for a percentage of utilities approximately equal to the amount of square footage of the Creedmoor Community Center used by said party. The County shall be responsible for phone service and Internet service for the South Granville 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. For the first year of this Agreement, the City shall pay Eighty-Five Percent (85%) of all other utility costs incurred and the County shall pay Fifteen Percent (15%) of all other utility costs incurred. After one (1) year from the effective date of this Agreement, the parties shall in good faith review and, if necessary, reallocate the percentage of utility costs paid by each party to accurately reflect the percentage of the Community Center used by each party. If no agreement is reached with regard to the pro-rating of utility costs, the percentages set forth herein shall continue.

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.

A. Phone and Internet Equipment: 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.

8. 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. Prior to initiating any repairs on the Premises, the County shall obtain written approval from the Creedmoor City

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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.

9. 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

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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 of 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.

10. 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 alternations 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 alternations 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.

11. 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.

12. 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.

13. 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 monthly rental rate shall be set to the market rate of a business office with similar square footage.

14. 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.

15. 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.

16. 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.

17. 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 twos 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 Carlina General Court of Justice sitting in Granville County, North Carolina having jurisdiction over the claim.

18. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral

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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.

19. 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:

CITY OF CREEDMOOR Gerald Smith, City Manager PO Box 765 (mail) 111 Masonic Street (delivery) Creedmoor, NC 27522 Email: gsmith@cityofcreedmoor.org	GRANVILLE COUNTY Michael Felts, County Manager PO Box 906 (mail) 141 Williamsboro Street (delivery) Oxford, NC 27565 Email: michael.felts@granvillecounty.org

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.

20. 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.

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21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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27. 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.

28. 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.]

DRAFT

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: _____	By: _____
Robert Wheeler, Mayor	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

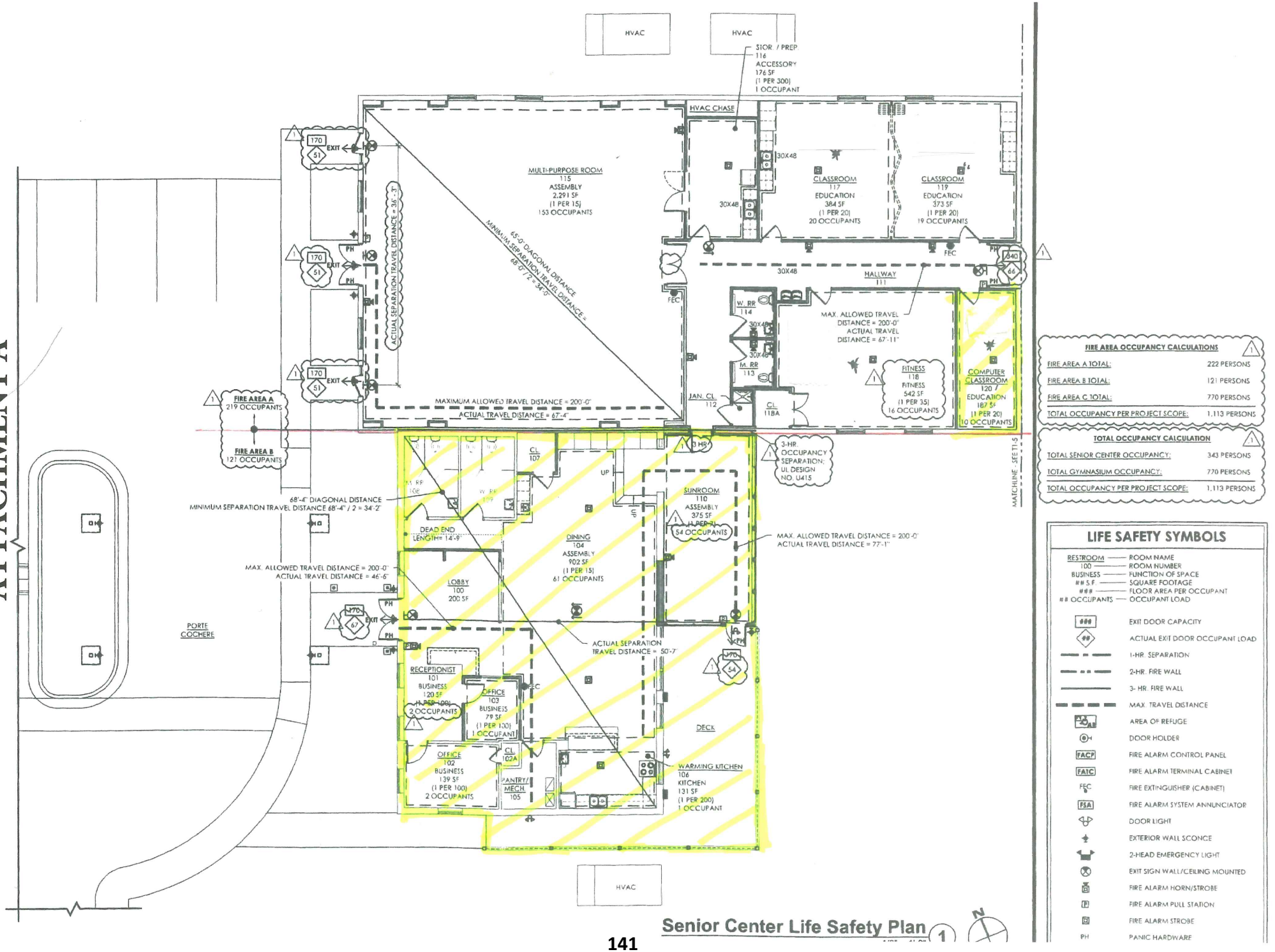
PRE-AUDIT CERTIFICATION

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

_____
_____
Finance Director, City of Creedmoor

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ATTACHMENT A



Senior Center Life Safety Plan 1

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:	1,113 PERSONS

TOTAL OCCUPANCY CALCULATION	
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
100 — ROOM NUMBER
BUSINESS — FUNCTION OF SPACE
S.F. — SQUARE FOOTAGE
— FLOOR AREA PER OCCUPANT
OCCUPANTS — OCCUPANT LOAD

- ### — EXIT DOOR CAPACITY
- ## — ACTUAL EXIT DOOR OCCUPANT LOAD
- 1-HR. SEPARATION
- 2-HR. FIRE WALL
- 3- HR. FIRE WALL
- MAX. TRAVEL DISTANCE
- AREA OF REFUGE
- DOOR HOLDER
- FACP — FIRE ALARM CONTROL PANEL
- FATC — FIRE ALARM TERMINAL CABINET
- FEC — FIRE EXTINGUISHER (CABINET)
- FSA — FIRE ALARM SYSTEM ANNUNCIATOR
- DOOR LIGHT
- EXTERIOR WALL SCONCE
- 2-HEAD EMERGENCY LIGHT
- EXIT SIGN WALL/CEILING MOUNTED
- FIRE ALARM HORN/STROBE
- FIRE ALARM PULL STATION
- FIRE ALARM STROBE
- PH — PANIC HARDWARE

CITY OF CREEDMOOR

P.O. Box 765
111 Masonic Street
Creedmoor, NC 27522
www.cityofcreedmoor.org
(919) 528-3332

MAYOR
Darryl D. Moss

CITY MANAGER
Michael P. Bonfield

COMMISSIONERS
Ernie Anderson
Thomas C. Jackson
Del Mims
Herman B. Wilkerson
Archer Wilkins

October 4, 2017

Attention: Timothy Karan, Chairman
Granville County Board of Commissioners
141 Williamsboro Street
Oxford, NC 27565

Chairman Karan:

We sincerely appreciate the long standing relationship that the City of Creedmoor has shared with the County over the years, and I wanted to once again thank you for the opportunity to speak at your October 2, 2017 Commissioners Meeting regarding the projects planned for Creedmoor.

Our City Board, staff, and community are particularly excited about the improvements slated for the Senior Center and gymnasium facilities. As the City Manager, Mike Bonfield, and I mentioned in our presentation last Monday evening, the improvements and upgrades to the aforementioned facilities will serve all residents of Southern Granville County for years to come.

Please consider this as a formal request for the Granville County Board of Commissioners to take the necessary action in order to commit funding for this project in the amount of $350,000.

Sincerely,

Darryl D. Moss, Mayor
Creedmoor Mayor

cc: Michael P. Bonfield
Michael S. Felts
Creedmoor Board of Commissioners

Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: April 29, 2021

Title: **275th Anniversary Book Printing**

PURPOSE:

To award a printing contract for the 275th Anniversary Book titled *Looking Back: 275 Years of Granville County History.*

BACKGROUND:

On April 28, 2021, the County received a quote analysis compiled by Julie Allred with BW&A Books. BW&A Books 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 is included in your agenda information for your reference.

Based on the analysis of the quotes and schedules, Julie Allred recommends Friesens (Canadian) for the book. Their quote is the lowest of the two and they offer the best schedule (estimated delivery June 18). They are a great quality printer.

Decisions the publisher needs to have made by the County:

- choice of printer
- number of copies
- delivery address
- delivery contact
- and any special instructions

FUNDING:

The 275th Anniversary Committee has previously recommended a 2500 book order with a target printing budget of $20,070. Friesens quote for 2500 books is $20,295, which is in line with the anticipated budget.

RECOMMENDATION:

The County Manager recommends approving the publisher's recommendation and ordering 2500 books from Friesens and authorizing the County Manager to determine the most appropriate delivery address and contact for the book order at the quoted price of $20,295.

ATTACHMENTS:

Book manufacturing bid analysis
Friesens Quote
Sheridan Quote

ACTION TAKEN:

April 28, 2021
Book manufacturing quote analysis by Julie Allred, BW&A Books
Looking Back: 275 Years of Granville County History

We requested quotes with schedules from 3 printers. One (Versa Press) was not able to deliver books until July 23 at the earliest, so they declined to quote. This document summarizes quotes and schedules from Sheridan Books and Friesens.

Both quotes include:

- 352 pages on 80 lb. matte (Sheridan) or satin (Friesens) coated paper—either is appropriate

- black printing throughout

- Proofs to be checked by BW&A to confirm quality before proceeding to the next stage: content proof of text, contract proofs of 15 image pages, contract color proof of the jacket, stamped sample case, 3 unbound sets of printed text pages, 3 flat jackets, and 2 advance bound books. [Note that the Friesens quote includes air delivery of these proofs. Sheridan would charge extra for the air delivery, which would probably be about $300.]

- white unprinted endsheets

- red linen cloth hardback covering with gold stamping on front & spine

- gloss coating on the jackets

- books are individually shrinkwrapped

- 100 extra flat jackets, to replace shop-worn jackets as needed

- Freight delivery is included with call-ahead with power tailgate (so a loading dock Is not required). Note that "inside" delivery (where the driver unloads pallets into a building) would be extra.

- *Schedule:* Both printers offered schedules that would have books in Granville County at least 2 weeks before the July 24 event. However, please note that this is not a 100% guarantee. Things can happen to delay the books a few days or even weeks. Examples: (a) a quality problem requires reprinting a component or signature; (b) unexpected delay in paper delivery; (c) major freight delay due to weather, strike, customs, etc.

BW&A will keep in close contact with the printer and alert our book committee contact immediately if anything happens which might delay the books. Note that Friesens is offering the best schedule (delivery around June 18), which should give us enough of a cushion if there are any issues.

- *Overs/unders:* Both printers follow industry standards and bill for actual quantity delivered, which can vary up to 10% over or under the requested quantity. For example, if you ordered 2500 books, they could deliver 2250–2750 books. The "overs/unders" rate is the amount that would be added or subtracted per book so you pay for the number of books received; it is listed below the quotes.

- *Storage:* Friesens provided the following information to aid in book storage planning: Approximately 10 books per carton; carton size 18.25 x 11.5 x 5.25 inches; Approximately 54 cartons per skid. 2500 books would require 5 skids.

Quote 1: FRIESENS (our recommendation: best price, schedule, and recent customer service):

We have worked very happily with them for approximately 20 years, especially on high-end coffee table books. Their quality and customer service have been consistently top-notch.

Their schedule performance has been good, but there have been a few times over the years when a book was delayed a week or two. In those cases, their CSRs explained the reason and kept us informed.

Friesens is an employee-owned company located in small-town Altona, Manitoba, Canada, about an hour from the North Dakota border. The quote is in US dollars.

	2000	2500	3000
Manufacturing and delivery	**17,350**	**20,295**	**23,440**

Note that the Friesens quote INCLUDES air delivery of several sets of proofs.

Overs/unders rate: $6.40 per book

Option: LESS for 70 lb. satin paper	*-800*	*-1,000*	*-1,170*

Option: Add $155 for shipping insurance to cover manufacturing replacement cost of goods in transit in the event of a total loss.

SCHEDULE: Friesens has reserved press time to deliver books around June 18.

Quote 2: SHERIDAN:

We have worked with them for approximately 10 years, especially on black-and-white architectural histories with printing specifications similar to *Looking Back*.

Sheridan's main plant is in Michigan. They have expanded since two large US book printers went out of business fairly recently.

While we had good experiences with them in the past, there were some issues with our most recent job (Nov. 2020–February 2021). The manufacturing quality exceeded expectations, but they were almost a month late delivering the books and the customer service was severely lacking on that particular job. They attributed the problems to high-volume and CSRs working from home.

	2000	2500	3000
Manufacturing and delivery	**19,630**	**23,236**	**26,834**

Note that Sheridan would charge EXTRA for air delivery of several sets of proofs.

Overs/unders rate: not provided; if you prefer to print with Sheridan, we will request it.

SCHEDULE: Sheridan said they would ship books by July 5 for delivery around July 9.

April 28, 2021
Quote: 238436R1

Attn: Julie Allred
BW&A Books Inc
112 W McClanahan St
Oxford NC 27565-2927
T 919.956.9111
E julie@bwabooks.com

Sales: Brandie Herrell
E BrandieH@friesens.com
T 615.957.0588

Title: **Looking Back: 275 Years of Granville County**

Trim Size: 8.5 x 11 (with bleeds in text, bound along the 11" side)

Pages: 352 pages plus endsheets, plus casebound cover, and dustjacket with 4" flaps

Text: 70 lb. Anthem Satin White; black throughout
Endsheets: Offset White; no print
Hardcover: Arrestox (Chili Pepper 63200) over 100pt. board; plus foil stamping (spine & up to 20 sq. in. OFC) in one colour (dull gold)
Jacket: 95 lb. Gloss C1S White; 4 process colours plus gloss lamination outside only

Prepress: Customer to supply text, hardcover and dustjacket copy as application or PDF files to Friesens specifications.
Price Includes:

- Remote proof
- Contract colour proofs of 15 text pages
- One contract colour proof of the dustjacket
- 3 complete sets of F & G's shipped via air courier to the customer
- 1 finished case shipped via air courier to the customer
- 3 jackets shipped via air courier to the customer

Bindery: Gather, sew, square back (board in spine), encase complete with headbands, apply dustjacket, shrink-wrap in singles and pack in cartons (ECT 44 - 275# single wall)

Freight: F.O.B. Plant
A $200 fee will be applied for each collect or 3rd party shipment.

Prices:

2,000	**2,500**	**3,000**	**Add'l 1,000's**
$7.49/book	$6.96/book	$6.70/book	$5.34/book

Above prices **INCLUDE** one time preparation costs of $743.00

☐ Select shipping insurance here, at a cost of 1% of your job invoice value (to a maximum $155 charge). Insurance covers manufacturing replacement cost of the goods in transit, in an event of a total loss.

continued...

☐ **Option #1:** **Freight**
F.O.B. Oxford, NC 27565 (one bulk shipment via air courier), add:

2
$22.95/book

Includes residential delivery. Freight pricing not valid in combination with any other options.

☐ **Option #2:** **Jacket**
On-run of jackets, trimmed and shipped flat with bulk order, add: $0.24/jacket

☐ **Option #3**: **Freight**
F.O.B. Oxford, NC 27565 (one bulk shipment via regular carrier with power tailgate), add:

2,000	**2,500**	**3,000**
$0.75/book	$0.73/book	$0.70/book

Additional charges will apply for residential or inside delivery. Freight pricing not valid in combination with any other options.

☐ **Option #4:** **Text**
80 lb. Anthem Satin White, add:

2,000	**2,500**	**3,000**	**Add'l 1,000's**
$0.40/book	$0.40/book	$0.39/book	$0.36/book

Friesens also provides the following additional services:
- Ebook conversions in formats such as ePub, fixed layout ePub for iPad, Kindle, ePDF, and other formats.
- Storage and fulfillment services.

Please contact your Sales Representative for information.

Over-runs: Friesens follows industry standards and bills for the actual quantity produced, which can vary up to 10% of the confirmed quantity (plus or minus).

NOTE:
1. ALL PRICES ARE IN U.S. FUNDS.
2. Approximate books per carton = 10
3. Approximate carton size = 18.25 x 11.5 x 5.25”
4. Approximate # of cartons per skid = 54

To confirm order: Please select options (using check boxes), confirm quantity, sign, and fax (to the attention of your Sales Representative) to: 204.324.1333

ad/ed700564JQ238436R1
Applicable taxes extra. Quoted prices are valid for 30 days.
By signing this quote, I acknowledge that I have read, understood and agree to the Terms & Conditions attached herein.

Confirmed Quantity: _____ Expected File in Date: _____ Signature: _____

Friesens Corporation: Summary of Key Terms and Conditions

Please note that a full copy of our Terms and Conditions can be viewed at the following link: Terms & Conditions

1. Production Schedules

Books are custom manufactured on every order. Subsequently, Friesens can not guarantee delivery dates or production schedules. If agreed-to production schedules are not achieved, there will be no liability or penalty for delays. Furthermore, Friesens cannot maintain final delivery schedules if client's files, approved proofs or shipping instructions are delayed, for any reason, in arriving at Friesens.

2. Over-runs and Under-runs

Friesens follows industry standards and bills for the actual quantity produced, which can vary up to 10% of the confirmed quantity (plus or minus).

3. Colour Proofing

A colour proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between colour proofing and production pressroom operations, variation in colour between proofs and completed jobs will occur. Subsequently, Friesens can not provide discounts or reprints for some colour variation. Should a significant dispute arise regarding the match of the printed product to the proof, Friesens will forward samples to the GATF for independent and expert opinion.

4. Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, FOB Friesens loading dock (as defined by Incoterms 2010). If additional shipments are required, Friesens will charge accordingly at current rates. Charges for delivery of materials and supplies from the client to Friesens, or from the client's representative to Friesens are not included in quotations unless specified. Friesens does not insure products in transit. Shipping insurance is the responsibility of the client, regardless of FOB destination.

5. Disclaimer of Implied Warranties

Friesens warrants only that the work will conform to the description contained in the client's purchase order. Friesens maximum liability whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will Friesens be liable for specific, individual, or consequential damages, including lost profits.

6. Claims

Claims for defects, damages, or shortages must be made by the client in writing no later than 10 calendar days after delivery. If no such claim is made, Friesens and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that Friesens' performance has fully satisfied all terms, conditions, and specifications. The laws of Manitoba will govern all agreements and claims.

7. Quality of Printing and Binding

Friesens strives for unsurpassed quality in everything we make. Inherent in the printing and binding process is the mechanical nature of manufacturing. A mechanical process utilizing paper that contracts and expands with changes in humidity, thickness and temperature guarantees that books will at times have minor flaws such as hickeys, dents, bends, frayed edges, roller marks, scratches, white spots, ink spots, bubbles, broken type, marking, ghosting of images, variation in foil stamping and embossing, colour variation, etc. In almost all cases, these minor flaws do not affect the readability (or enjoyment) of the book by the end consumer. Friesens will not provide invoice credits and reprints when minor imperfections appear as a result of the high speed mechanical nature of printing and binding.

Errors that may result in invoice credits or rework would include missing pages, missing images, pages in the incorrect order, upside down pages, etc.

8. Waviness of Text Blocks / Cover Warp / Cover Curl

Paper books are affected by changes in humidity and temperature. Friesens' printing plants are humidity and temperature controlled to minimize waviness and cover warp/curl.

When books leave any controlled environment they will react to different humidity and temperature levels (higher or lower). Humidity and or temperature changes will cause paper to absorb moisture or lose moisture and at times result in waviness in the book block, hardcover warp, or softcover curl.

Friesens can not control this environmental phenomenon and subsequently can not warrant that its books will not at times exhibit waviness in the book block, hardcover warp, or softcover curl.

Specifically, Friesens will not compensate customers or provide a reprint when books exhibit waviness in the book block, hardcover warp, or softcover curl.

9. Alterations or Corrections

Client alterations include all work performed in addition to the specifications outlined in the quotation. Friesens will charge for alterations and corrections at current rates.

10. Accuracy of Quotations and Validity

Quotations are based on the specifications provided by the client. Friesens can re-quote a job at the time of submission if the specifications or input materials do not conform to the information on which the original quotation was based. Quotations are valid for 30 days.

11. Order Acceptance

Acceptance of an order shall not be effective until acceptance by Friesens. Acceptance by Friesens may be either by notification to client or by commencing to produce work on the job. Cancelled orders require compensation for incurred cost and related obligations.

12. Content Proofs

Friesens will submit content proofs for the client's review and approval. Corrections will be returned to Friesens, together with a completed Proof Corrections sheet indicating that the job is "OK as is", "OK with changes", or "Requires proof of changes". Until the proof is returned, no additional work will be performed. Friesens will not be responsible for undetected production errors if proofs are not requested by the client, **OR** the work is printed per the client's OK, **OR** requests for changes are communicated orally.

13. Electronic Manuscript or Image

It is the client's responsibility to maintain a copy of the original digital file. Friesens is not responsible for accidental damage to media supplied by the client or for the accuracy of the files. Until files are evaluated by Friesens, no claims or promises are made about our ability to work with files submitted.

14. Indemnification

The client agrees to protect Friesens from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold Friesens harmless and save, indemnify, and otherwise defend Friesens against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

15. Copyrights

The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold Friesens harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

16. Security

As security for payment of any sum due or to become due under terms of any agreement, the printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in the printer's possession including work in-process and finished work, and the printer shall have the right to sell the finished goods to a third party. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

17. Taxes

Generally books that are to be resold are exempt from provincial or state tax. For any product on which taxes apply, it is the responsibility of the client to pay such taxes. Canadian clients will be charged GST which they can claim as an input tax credit. Clients not located in Canada will be charged GST for goods and services provided and delivered within Canada. Clients located in the United States are required to provide Friesens with their IRS Number or Social Security Number.

18. Governing Law

Any acceptance will be conclusively deemed to have been made in the province of Manitoba. Any agreement resulting from acceptance by Friesens shall be governed by and construed in accordance with the laws of the province of Manitoba and its courts shall have exclusive jurisdiction over any legal proceedings pertaining to the agreement.

Sheridan

Sheridan Books, Inc. 613 E. Industrial Drive | Chelsea, MI 48118 | 734.475.9145
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www.sheridan.com

Rob Arthur - Sales Representative
919-935-3470 / Fax 734-385-1619
rob.arthur@sheridan.com

April 26, 2021
Quote No. **691794.01** / 154/65
A131469 / 919-956-9111 / julie@bwabooks.com

Julie Allred
BW&A Books, Inc.
112 W. McClanahan Street
Oxford, NC 27565

TITLE:	BOWLING/LOOKING BACK: 275 YEARS OF GRANVILLE COUNTY HISTORY
QUANTITIES:	2,000; 2,500; 3,000 (10% Over/10% Under)
TRIM SIZE/PAGES:	8-1/2 x 11 with 352 pages
TEXT:	Copy - customer furnished compatible PDF files* within Sheridan Books guidelines Press - black throughout, bleeds throughout Stock - 80# House White Matte Sheet, 466 PPI (average) - FSC Proofs- PDF proofs (for content only - not for color accuracy) - laser proofs (black & white) of 15 page(s); 3 sets of check copies
STAMPED CASE:	Copy - customer furnished compatible PDF files* within Sheridan Books guidelines; dies supplied by SBI Stamping - stamp imitation gold foil on spine & front cover, approx. 20 sq. in. Stock - Arrestox B Chili Pepper 63200 L Proofs - sample case
DUSTJACKET: (+ 100 EXTRA)	Copy - customer furnished compatible PDF files* within Sheridan Books guidelines Press - four color process with nylon gloss layflat film lamination Stock - 100# House White Gloss, FSC 446 PPI Proofs - digital color proof; 3 sample dust jackets
BINDING:	Smyth sewn case, rounded and backed with .098" binders boards (FSC); 80# matching endsheets; stocking headbands and footbands; wrap dustjacket
PACKING:	Shrinkwrap individually; Bulk pack in single wall cartons on pallets; cartons not to exceed 35 lbs
SHIPPING:	FOB SBI dock, point of manufacturing. Postage and courier charges additional.
TERMS:	Payment terms to be arranged by Sheridan Books, Inc. Credit Department.

PRICES	2,000	2,500	3,000
TOTAL:	$18,438	$22,016	$25,491

Approximate Sheridan Books, Inc. prepaid freight to Oxford, NC 27565; notify before delivery; liftgate

$1,192	$1,220	$1,343

*Add'l charges may be applied upon review of the file. Loading, Preflighting, verifying and correcting files in excess of 1.5 hours will be billed at the rate of $70 per hour.

Rob Arthur - Sales Representative
Phone: 919-935-3470 / Fax: 734-385-1619
Email: rob.arthur@sheridan.com

Sheridan Books, Inc.
613 E. Industrial Drive | Chelsea, MI 48118 | P 734.475.9145 | F 734.475.7337
www.sheridan.com

4/26/2021
Quote No. 691794.01

These prices will be honored for 60 days from the above date, subject to price increases for materials which may occur prior to final shipment of the order. The price may be adjusted for changes, additions or alterations made by you in any specifications. Final prices will be sent to you after manufacturing has been initiated.
Orders based upon this estimate contain and acknowledge the acceptability of the terms, covenants and conditions above and of Sheridan Books' Terms of Sale on the reverse of this original document or as sent and received by electronic transmission as an attachment along with this quote, and including all customs and usages of the trade and warranty disclaimers appearing therein.
This quote may be accepted by signature and return of a copy of the original document via U.S. Mail or facsimile: or, by return of an electronic signature or statement of acceptance by electronic transmission identifying the authorized sender, as recognized under the Uniform Electronic Transactions Act, codified at MCL 450.381, *et seq*.

Accepted by _____Title_____Date_____

Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: April 28, 2021

Title: **Request to Purchase Property in Stovall**

PURPOSE:
To consider a request to purchase property in the Town of Stovall.

BACKGROUND:
Currently, Granville County has property located in the Town of Stovall, owned by Mr. Williford and Mr. Frazier, under contract. The County Attorney will discuss an opportunity to purchase additional parcels located near this property which are also owned by Mr. Williford and Mr. Frazier.

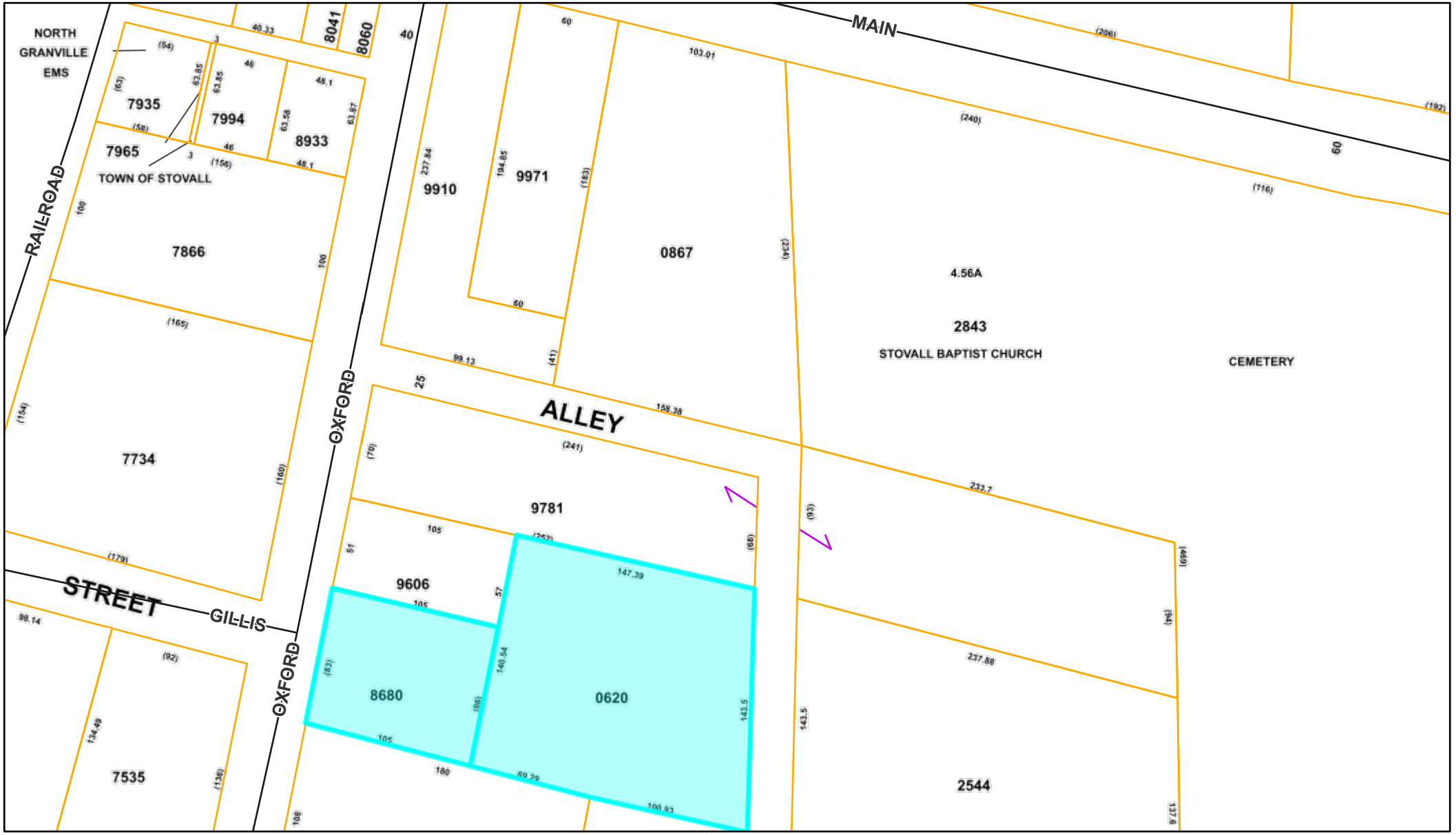
A general location map is included for your reference.

FUNDING:
Use of existing unassigned fund balance is recommended for this purchase.

ATTACHMENTS:
General Location Map of Proposed Property

ACTION TAKEN:

Granville County, NC



4/28/2021, 8:06:58 PM

Parcels
Leaders
granville_nc_anno
Centerlines
Parcel Hooks

1:1,200

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Granville County, State of North Carolina DOT, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS | Granville County, State of North Carolina DOT, Esri, HERE, Garmin, NGA, USGS, NPS |

Granville County Administration

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

To: Board of Commissioners
From: Michael Felts
Department: Administration
Date: April 28, 2021

Title: **Report Results of Upset Bid Process - Lewis Property**

PURPOSE:
The County Attorney will report the results of the upset bid process on property located on Oxford Street in Stovall and seek approval to finalize related purchase transaction.

BACKGROUND:
Granville County was the highest bidder in the upset bid process for the lot on Oxford Street, Stovall, NC, identified as map #192819619606.

The total purchase price is $4,456.00 ($4,430 bid plus $26 deed recordation fee).

FUNDING:
The use of Existing Fund Balance is recommended for this purchase.

RECOMMENDATION:
The County Manager and County Attorney recommend approving the purchase based on the upset bid amount.

ATTACHMENTS:
Lewis Property Information
Upset Bid Documentation - Lewis Property

ACTION TAKEN:

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

FILED
2021 MAR -8 P 2:31
GRANVILLE CO. C.S.C.
BY

FILE # 20-CVD-750
FILM #

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

GRANVILLE COUNTY & TOWN OF STOVALL,
Plaintiffs,

vs.

Any and all heirs at law and devisees of EMILY LEWIS, if deceased, together with all of her creditors and lienholders, regardless of how many and through whom they claim, and any and all persons claiming any interest through her or her estate; et al;
Defendants.

NOTICE OF COMMISSIONER'S SALE OF LAND

Under and by virtue of a Judgment entered on February 3, 2021 by the Honorable Benjamin S. Hunter, District Court Judge Presiding, Granville County District Court, in the above entitled proceeding, the undersigned Commissioner will offer for sale to the highest bidder, for cash, by public auction, at the Granville County Courthouse door, Oxford, North Carolina, on

Tuesday, April 6, 2021 at 2:00 P.M.

but subject to confirmation by the Court, the following described lot or parcel of land:

All of that certain tract or parcel of land lying and being situated in Town of Stovall, Granville County, North Carolina, and more particularly described as follows:

Begin at a stake southwest corner of lot conveyed by C.C. Heggie and wife to Martha Cousins in Stovall, North Carolina, fronting on Taylor Street and run southward with said street 17 yards to an iron stake, thence eastward 35 yards to an iron stake, which is the west corner of Eugene Reavis lot, thence north with Reavis' 19 yards to Martha Cousins lot, thence westward with her lot 35 yards to the beginning on Taylor Street, and containing 630 square yards, for more accurate description reference is hereby made to book 62, page 118 and book 68, page 355, in the office of the Register of Deeds of Granville County. Also book 72, page 283.

For further reference, see Deed of record in Book 87, Page 220, Granville County Registry.

(Granville County Tax Collector Account No. 14370116; Map #192819619606; 1 Lot - Oxford Street, Stovall, NC)

Taxes will be prorated as of the date of closing. The property is being sold "as is" with no warranty of title.

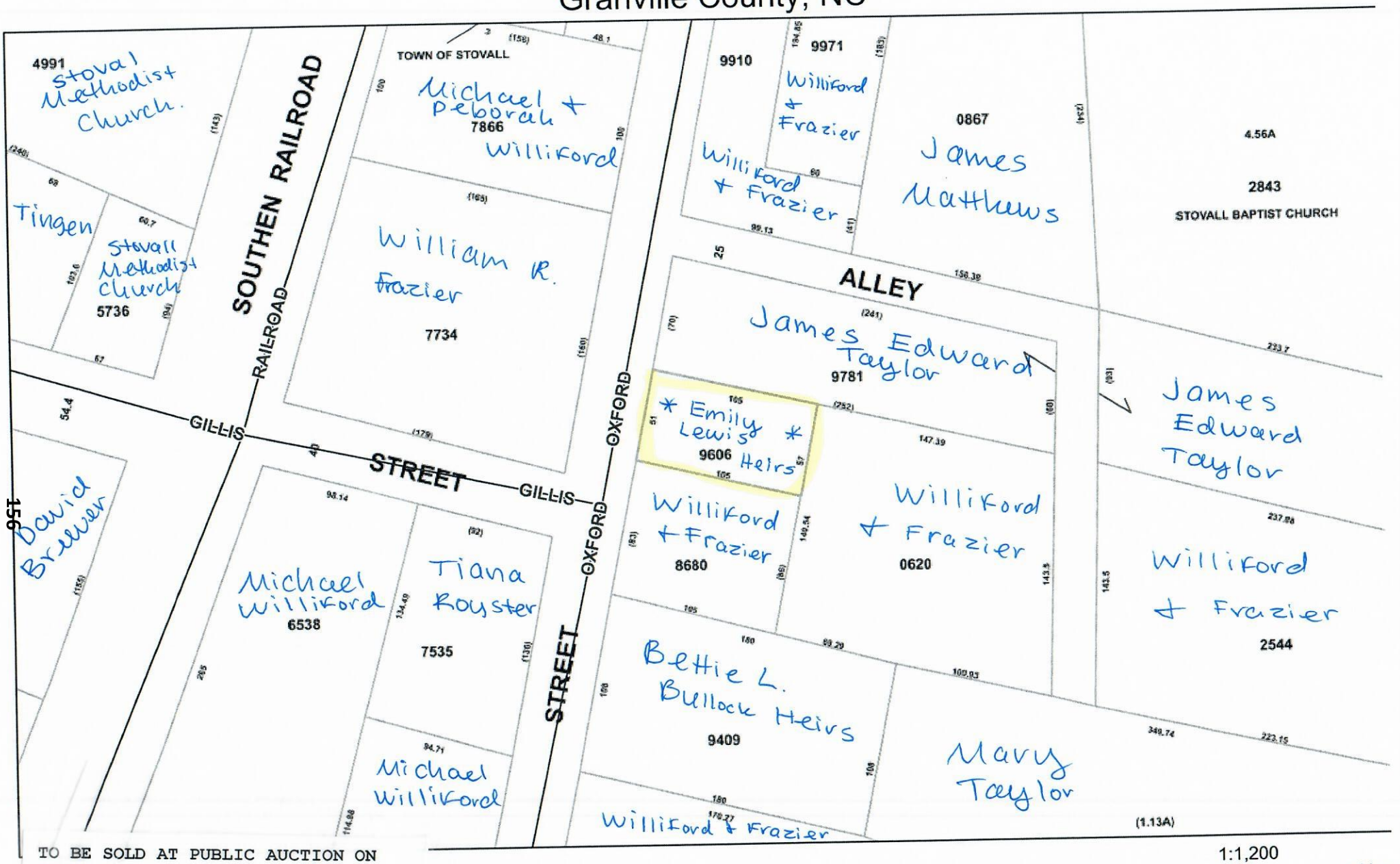
The successful bidder will be required to deposit five percent (5%) of his bid with the Commissioner on the date of the sale as evidence of good faith and said sale shall lie open for ten (10) days for upset bids.

This the 5 day of March, 2021.

N. Kyle Hicks, Commissioner
HICKS WRENN, PLLC
111 Gilliam Street, P. O. Box 247
Oxford, NC 27565
(919) 693-8161

{A0191914.DOC}

Granville County, NC



TO BE SOLD AT PUBLIC AUCTION ON
TUESDAY, APRIL 6, 2021 AT 2:00 P.M.

CURRENT OWNER: Emily Lewis Heirs

Address: 1 Lot - Oxford Street
Stovall, NC 27582
Map #192819619606

ESTIMATED Opening Bid: $2,930.00

granville_nc_anno

1:1,200

0 0.01 0.01 0.03 m

0 0.01 0.03 0.05 l

Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS | Esri, HERE, Garmin, NGA,

STATE OF NORTH CAROLINA

GRANVILLE County

File No. 20-CVD-750

In The General Court Of Justice
☒ District ☐ Superior Court Division

Name Of Plaintiff(s)
Granville Co. & Town of Stovall

FILED
2021 APR 14 P 2:15
GRANVILLE CO. C.S.C.
BY

VERSUS

Name Of Defendant(s)
Emily Lewis, et al

NOTICE OF UPSET BID IN JUDICIAL SALE OR EXECUTION SALE
NOTICE TO PERSON HOLDING THE SALE

G.S. 1-339.25, -339.64

NOTICE OF UPSET BID

The undersigned, as the upset bidder, or as the attorney or agent for the upset bidder named below, gives notice of the filing of an upset bid in the above-referenced matter. The filing of this bid establishes a new sales price, and the sale shall remain open for a period of 10 days after this notice of Upset Bid is filed for the filing of additional upset bids as provided by law.

(**NOTE:** *The upset bid, as set forth below, must exceed the reported sale price or last upset bid by a minimum of 5%, but in any event must represent a minimum increase of at least $750.*)

Name And Address Of Upset Bidder	Name And Address Of Attorney Or Agent For Upset Bidder
Granville County P.O. Box 906 Oxford, NC 27565	James C. Wrenn, Jr. Hicks Wrenn, PLLC P.O. Box 247 Oxford, NC 27565
Telephone No. 919-693-5240	Telephone No. 919-693-8161
Amount Of Last Previous Sale Or Upset Bid $ 3,680.00	Amount Of New Upset Bid $ 4,430.00
Deposit With Clerk (Greater Of $750 Or 5% Of Upset) $ 750.00 **See Note to Clerk below.**	
Date Of Filing Of New Upset Bid 04/14/2021	Signature

NOTICE TO PERSON HOLDING SALE

You are notified that, in the above-referenced matter, the Clerk of Superior Court of the above-referenced county is in receipt of a deposit by cash, certified check or cashier's check satisfactory to the Clerk, in an amount at least equal to the minimum required by G.S. 1-339.25 (judicial sales) or 1-339.64 (execution sales), together with the above timely-filed Notice of Upset Bid. **YOU ARE DIRECTED TO MAIL WRITTEN NOTICE** of the upset bid by first class mail to the last known address of the last prior bidder, the current record owner(s) of the property, and to all other persons or entities you may deem appropriate.

Date	Signature	
4-14-21		☒ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court
Last Day For Next Upset Bid	**Minimum Amount Of Next Upset Bid**	**Amount Of Deposit For Next Minimum Upset Bid**
4-26-21	$ 5180.00	$ 750.00

NOTE TO CLERK: ***Deliver upset bid deposit along with completed form AOC-G-120 to the bookkeeper.***

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Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 27, 2021

Title: **Presentations by County Board Members**

PURPOSE:
Board members will make comments.

- Commissioner Jay
- Commissioner Smith
- Commissioner Cozart
- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Chair Hinman

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 27, 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: April 29, 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: